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THE
EXECUTIVE DOCUMENTS

OF THE

SENATE OF THE UNITED STATES

FOR THE

SECOND SESSION OF THE FIFTIETH CONGRESS, AND THE SPECIAL
SESSION OF THE SENATE CONVENED MARCH 4, 1889.

IN FOUR VOLUMES.

Volume 1.—Nos. 1-59.
Volume 2.—Nos. 60-76.
Volume 3.—Nos. 77-130.
Volume 4.—Nos. 131-147, and No. 1
Special Session.

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TO

THE EXECUTIVE DOCUMENTS

OF THE

SENATE OF THE UNITED STATES

FOR THE

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OF THE SENATE, MARCH, 1889.

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L E T T E R

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING,

In response to Senate resolution of January 8, 1889, information relative to the sugar frauds.

JANUARY 20, 1889.—Laid upon the table.

JANUARY 21, 1889.—Referred to the Select Committee to Examine the Condition of the Civil Service and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, D. C., January 18, 1889.

SIR: As directed by Senate resolution, dated the 8th instant, I have the honor to transmit herewith a copy of the manuscript report of frauds in sugar at New York and Philadelphia, dated November 1, 1887, which was submitted by Special Employé T. Aubrey Byrne, of this Department. This report is the same as that referred to in the resolution of the Senate, dated March 1, 1888, and its copying has progressed as rapidly as the current work of the office having charge thereof would permit. The report was accompanied by numerous exhibits which fill a box $2\frac{4}{12}$ by $1\frac{9}{12}$ by $1\frac{4}{12}$ feet. It has not been practicable to copy these exhibits owing to the demands made upon the time of the clerks by the regular business of the Department. To furnish such copies will require the services of a competent clerk at least twelve months. I will, if desired, have copies made of said exhibits for the use of the Senate, but if required at an earlier period than that stated it is respectfully suggested that provision be made for the necessary additional clerical force.

Respectfully, yours,

C. S. FAIRCHILD,
Secretary.

Hon. JOHN J. INGALLS,
President pro tempore United States Senate.

REPORT OF FRAUDS IN SUGAR AT NEW YORK AND PHILADELPHIA,
BY SPECIAL EMPLOYÉ J. AUBREY BYRNE.

BOSTON, MASS., November 1, 1887.

SIR: On the 11th day of October, 1886, as a representative of the Boston Herald, and while engaged in writing for that journal upon customs matters relating to the port of Boston, my attention was called to the alleged fact that sugars imported at

this port, of the same specific kinds and qualities, from the same ports of original shipment, were assessed higher rates of duty per pound than at the ports of New York and Philadelphia.

It was stated that by reason of this inequality of assessment of customs duties, the Boston importers and refiners of sugar were suffering hardships, their interests imperiled, and the shipping of the port threatened as a result of the absorption of the sugar-importing trade by the merchants of New York and Philadelphia.

With a view to ascertain the truth or falsity of these allegations, I was detailed by the proprietors of the Boston Herald to thoroughly investigate the matter and to publish whatever I might elude as the true facts in the premises.

I will say at this point, that prior to taking up this subject as a journalist, I had acquaintance with no person directly or indirectly engaged in the importation or refining of sugar, neither did I assume the work at the request of any person so engaged, nor have I received or had promise of emolument or benefit of any kind made me during or subsequent to the completion of this work of investigation from such source.

Purely from a journalistic stand-point did I undertake the work, prompted by those aims which stimulate honest, fearless, honorable newspaper enterprise, namely, to secure truthful news, ventilate proven wrongs or injustice imposed upon a community, in order to give deserved publicity to said wrongs, and, if possible, assist in securing such wholesome relief as honest administration of law and equity contemplates in behalf of law-abiding citizens and communities.

If, therefore, I have been charged as a prejudiced investigator, by reason of being a citizen of Boston, from whence the complaint emanates, or that the journal which I have the honor to represent has assumed the cause of Boston sugar merchants, right or wrong, I can and do deny said charges without hesitation.

If the business interests of Boston were suffering from wrongs imposed, as alleged, my object was and has been to ascertain the truth or obtain facts in refutation of said charges for publication purposes only.

I would remark, in passing, that I have permitted no political consideration, even in the remotest degree, to enter into this investigation, but, on the other hand, I have studiously avoided politics. I have permitted no person, making a statement or testifying before me, to make known his political faith or intimate his affiliations. It has been my sole aim to obtain reliable facts and to present them in a report viewed from an honest, impartial, and strictly non-partisan stand-point.

With this somewhat lengthy preamble, for which I ask your esteemed indulgence, I have the honor to present the result of my investigation prior to December 18, 1886, on which date the Hon. Daniel Manning, the then Secretary of the Treasury, was pleased to commission me as a temporary representative of the Department, in order to possess the facts by me educed, and to aid me in the successful accomplishment of this examination.

The complaints of the Boston sugar merchants, as gleaned by me, briefly summarized, are as follows:

First.—That imported raw sugars were being entered and appraised at lower rates of duty in New York by one, two, and sometimes three degrees, by polariscopic test, equal to $\frac{4}{100}$ cents per pound to $\frac{12}{100}$ cents per pound than the identical sugars were classified at this port (Boston); that by reason of this discrimination the local merchants were unable to compete in trade with the merchants of New York. The same state of affairs referred as well to the port of Philadelphia, where classifications ruled even lower than at New York.

Inasmuch as $\frac{1}{16}$ cent per pound is considered a margin of profit in handling and refining sugar, the net cost of that commodity, including customs duties, must be very carefully considered for one degree by polariscope for duty is nearly equivalent in value to $\frac{1}{16}$ cent per pound, the general margin of profit. Accurately stated, one degree is equal to $\frac{16.0}{4000}$ cent per pound for duty, and $\frac{1}{16}$ cent per pound in trade on centrifugal sugars is $\frac{25.0}{4000}$ cent per pound. Equity, therefore, in the assessment of duty is a prerequisite to success in handling imported sugars.

Second.—That if the laws and Treasury regulations relating to the appraisement of sugar were fair for Boston importers, they were equally fair for importers at all ports of entry, and that such laws and regulations should be impartially enforced.

Third.—That it was known that said regulations were not enforced at the ports of New York and Philadelphia.

Fourth.—That fraud had crept into the administration of the custom's revenue laws at the above-named ports, whereby the importers of sugar at these ports were benefited in general, and certain importing and refining companies there located in particular.

Fifth.—That by reason of these alleged frauds the revenue suffered to the extent of more than \$1,500,000 annually. That Boston merchants were paying not far from \$150,000 yearly more duty than importers in New York and Philadelphia paid upon a corresponding quantity of the same specific kind of sugar, and not, because the

former-mentioned sugar was of higher or better grade, in substantiation of which fact they offered to present irrefragable proof.

Seventh.—That in order to continue their business to any profit they were compelled to enter certain of their sugars at New York, pay duties by classifications ruling there, thence reship the sugar coastwise to Boston; the added expense of reshipment, rehandling, freight, and insurance entailed by this recourse was more than offset by the more favorable classifications obtained in New York, the gain being equal to two (2) full degrees or more.

Eighth.—That while they deplored the fact that assessments of duty ruled higher in Boston the accuracy of said classifications they could not impeach, and asserted that in their belief the Treasury regulations were being enforced strictly at the port of Boston.

Ninth.—That by reason of the diversion of shipping from Boston to New York, in order to take advantage of lower classifications ruling in New York on sugars, the maritime interests of Boston suffered, its export trade decreased, and New York prospered at the expense of Boston.

Tenth.—That the trade in South American sugars, which had in late years mainly entered at Boston, had been diverted, solely on account of the low rates of duty ruling in New York.

Eleventh.—That again and again they had brought the subject of their grievances to the attention of the customs officers at Boston; that the subject had been presented to special agents of the Treasury—Messrs. Tingle, Tichenor, Hinds, and others, without avail; that the matter had been submitted, with proofs, to “Senatorial Under-valuation Committee;” all to no purpose; inasmuch as it appeared to them (the Boston importers) that none of the customs officers dared to antagonize the customs officials at New York, or the potential sugar interests centered at and holding sway in the city of New York.

Twelfth.—That, despairing of relief, certain refiners proposed to close business, others entered into a scheme to effect the establishment of a large refinery at Baltimore, while some endeavored to bring such pressure to bear upon the appraising officers at Boston as would compel them to classify their sugars with the same leniency as was current in New York.

These are, in substance, the grievances of the Boston sugar importers and refiners, as stated to me, and which, to a certain extent, are outlined in the annual report of the Secretary of Treasury for 1885, in a report signed by General Appraiser H. W. Coombs, C. H. Lapp, and B. H. Hinds; also in a report made by Deputy Collector W. A. Jones, of New York, page 670; also in report of Deputy Collector C. O. Rockwell, New York, page 674; ditto in report by George Keyes, examiner of sugar, Boston, pages 506, 507, and 508; further, in the reports of Howard G. Gill, sugar examiner, New York, pages 718 and 719, and that by Special Agent N. W. Bingham, of Boston, pages 396 and 397, all of which are embodied in the annual report of the Secretary of the Treasury above referred to.

If the allegation that under classification and appraisement of sugars at New York and Philadelphia was founded upon fact, it became my duty to ascertain this fact, and in order to deal intelligently with the subject, I familiarized myself with the use of the polariscope, the authorized instrument by means of which classification of sugar is made.

I next called upon the most prominent sugar importers and refiners of Boston, in order to learn their side of the case, and from them the following summarized statements were obtained:

A member of the firm of Willett & Hamlen, 23 Central street, said:

“We imported at Boston, direct, during the past twelve months about 10 per cent. of the sugar we usually handle here; we can obtain lower classification of our sugars at New York reship them to Boston, and save money. The average tests on our sugar for duty are two degrees lower in New York than the same would be classified here; the saving in duty thus obtained is eight one-hundredths cent per pound. Boston’s shipping is being absorbed by New York; unfair discrimination in duties upon sugars is made in New York at the expense of the Boston sugar trade.”

Mr. Robert Barnet, of the firm of Bates & Barnet, Central street, said:

“Our local sugar trade is being driven to New York by reason of the lower appraisements ruling there; our interests are suffering; New York importers are favored by the customs officers. If a doubt exists in the classification, said doubt is always given to the New York importer. In appraisements, New York importers gain not less than one degree in test, hence they can undersell us; we are compelled to enter what sugar we can at New York, to take advantage of the lower classifications.”

R. C. Cushman, Central street, said:

“We have long known that sugars were being appraised at lower rates of duty in New York than in Boston; either the customs officers at the former city are dishonest or they are less particular in enforcing the regulations than our local officers are,

whom we believe are perfectly honest. Uniform tests upon the same specific kinds of sugar should prevail at the two ports."

Walter T. Swan, Central street, said :

"I think it is safe to put the variance between New York and Boston tests in classification of sugars at from two to three degrees ; the sugar trade is fast being absorbed by New York and Philadelphia importers, because of the lower classifications ruling at those cities."

James H. Shapleigh, of J. A. Emmons & Co., Central street, stated to the same effect as Mr. Swan.

Capt. J. B. Thomas, president and general agent of the Standard Sugar Refining Company, Broad street, said :

"The existing state of affairs is a sad one. Lower tests and classifications of sugar prevail in New York. We have again and again called the attention of the customs authorities to the matter. We earnestly hope for correction of the existing state of affairs. I suppose, by reason of the lower classifications ruling in New York, we lose some \$70,000 annually ; that is, we pay that amount more in duties at Boston than we would if our sugars were entered and classified at New York. I believe in the integrity of the Government polariscopist here."

A. Winsor, treasurer of the Boston Sugar Refining Company, said :

"New York and Philadelphia importers enjoy lower classifications, to the extent of two to three degrees. Their advantage is our loss. Had our house been paying duties at New York rates, we would have saved last year over \$70,000, in duties paid. Something must be radically wrong in New York. We are compelled to import as much sugar as we can via New York to take advantage of the low classifications in order to compete in trade with New York refiners. I attribute the favorable classification of sugars in New York and Philadelphia either to dishonest methods or great consideration shown the importers."

Charles O. Foster, president of the same company, said :

"I appeared before the Senatorial undervaluation committee, when it held a session here, and stated the facts in this matter of lower appraisements in sugar ruling in New York. I gave them my views and submitted proofs. The advantages New York and Philadelphia importers and refiners enjoy by reason of low appraisements is ruining our business, and the commercial interests of our port suffers. A properly compiled statistical tabulation of the imports and classification of sugars at the principal ports of the country will prove my assertions as to favoritism in classifications at New York and Philadelphia. The commercial tests of sugars entered at New York are as a rule higher than the United States tests for classification ; the New York sugar broker's tests are also higher ; the customs laboratory tests in New York are on an average two degrees lower than the trade tests in New York, and three degrees lower than the trade tests at the Philadelphia custom-house. Boston refiners melt daily over 2,000,000 pounds of sugar in the busy season ; the saving of two degrees in duty means a saving of over half a million dollars annually. New York has this advantage over us. Collector Saltonstall and Appraiser Stearns here have admitted to me that they are powerless in correcting the unfair discrimination in favor of the New York importers and refiners. Unless a change soon takes place we must close up our business."

Mr. H. R. Reed, of the firm of Nash, Spaulding & Co. (Revere Sugar Refining Company), Broad street, said :

"The treatment Boston importers have received at the hands of the customs authorities is cowardly and dishonest ; so I have informed Special Agent Tichenor. Cowardly because we are not treated as New York and Philadelphia importers are, and dishonest because more duty is squeezed out of us than the New York trade pay on the same sugars. Tests in appraisements between Boston and New York vary two degrees ; the small fractions of tests come off at the latter port ; our business is being ruined ; we look for relief only through the Secretary of the Treasury."

J. H. Cunningham, treasurer Continental Sugar Refining Company, Broad street, said :

"Why Boston importers must pay more duty on sugars than is charged New York dealers on the same sugars is incomprehensible to me. We have appealed in vain to the customs officers here for relief without avail. We want the same consideration shown the New York trade. We believe the Boston officers do their duty. Their tests do not materially differ from ours, but the New York tests are always lower. These lower tests in New York either show the existence of fraud there or very kind consideration for the importers at that port. The existing evils should be rooted out, and no favoritism shown in the classifications of sugars to the material benefit of the New York trade. Existing regulations should be enforced at all ports as they are in Boston."

E. F. Atkins, president Bay State Sugar Refining Company, Broad street, said :

"If the present state of affairs continues the Boston importers and refiners will have a hard fight for life. New York and Philadelphia importers get their sugars classi-

fied at such lower rates of duty that we have been compelled to enter our sugars at New York, thence coastwise it to Boston. On this we save money. We hope to see the existing evils of lower classifications at New York stopped and corrected."

All of the above-named gentlemen expressed themselves as feeling that the Boston customs officers performed their duties according to regulations, but they one and all wished that leniency would be shown the local importers, less small fractions of tests in appraisements considered, and, in other words, that classifications might be made to conform to the ruling New York tests.

With a view to obtain opinions and facts from the principal customs officers at Boston several of them were called upon with the following results:

Hon. L. Saltonstall, collector of the port, said:

"The low appraisements of sugar ruling at New York and Philadelphia, as brought to my attention by our merchants and by Appraiser A. B. Stearns, presents a lamentable state of affairs, from which I can see no relief except through the honorable Secretary of the Treasury, as I believe will result when the true facts are submitted to him. I have offered to accompany a delegation of sugar importers to Washington and present the matter to the honorable Secretary."

Appraiser A. B. Stearns said:

"I am daily hounded by the sugar people, who ask, beg, and demand of me that I shall make the laboratory tests of sugar conform to those ruling in New York, although they have admitted that the regulations are enforced here as they should be, but because of the advantages derived by the importers and refiners of sugar at New York and Philadelphia by reason of low classifications in vogue there, and failing to have the evils corrected at these ports, they, the Boston importers, have sought to compel us to make our classifications conform to New York. To these demands I point out to them the regulations. We can not condone corrupt practices in New York by imitating them. Our duty is clear and we perform it. Of course we deplore the fact that the Boston trade suffers by reason of the lower appraisements ruling in New York. This is amply proven by the Exchange tabulated sheets of classifications of sugar at New York and Philadelphia. For this unequal, unfair discrimination I hope to see a remedy applied. I believe an investigation, properly conducted, into the whole matter would evolve corruption, which should be brought to the surface."

Examiner George Keyes said:

"I trust the existing low classifications ruling in New York and Philadelphia, as shown by the 'Exchange sheets,' may soon be rectified. Our tests of sugar are corroborated by the tests of the public chemists made for the trade. I fail to understand why a difference from one and a half to two and a half degrees in tests at New York should result on the same kinds of sugar tested here. Our polariscopist examiner, J. T. Leavy, never knows whose sugar he is testing. The samples go to him under a serial number only. We do not grant retests on the requests of importers. We do make resamples on their written requests as per regulation. I appeared before the Allison-Beck Senatorial committee and gave what I considered strong evidence, showing the existence of prevailing lower appraisements in New York and Philadelphia. Boston importers import no better or higher grades of sugar than is entered at the former-named ports. I hope to see this matter thoroughly investigated."

Examiner J. T. Leavy, chemist United States laboratory, Boston, says:

"In the discharge of my duty I follow the regulations strictly. I do not know whose sugars I am polarizing. I treat all sugars alike. Neither fear or favor enters into my work."

The above-given interviews were during the months of October, November, and early in December, 1886.

Subsequently it was brought to my attention that Boston sugar merchants, despairing of securing corrections in the erroneous and low classifications current in New York and Philadelphia, commenced to assert that Dr. J. T. Leavy, the United States chemist at Boston, was reading his instrument too high and retaining small fractions of degrees, said retention advancing the rate of duty a full degree or four one-hundredths cent per pound; they insisted that in New York the small fractions were dropped, thus lowering the classifications; further, that Dr. Leavy should be removed and a more liberal man substituted as Government chemist at Boston.

Apropos of these reflections upon Dr. Leavy, I was present in the office of Appraiser Stearns when Mr. H. R. Reed, of the Revere Sugar Refining Company, was making such statements. In substance he said he had given up all hopes of getting uniformity in tests between the ports at variance in polarizations, and that as New York could not be brought up to the Boston standard of tests, the correctness of which he would not dispute, that the devilry practiced, by which lower tests were obtained in New York, could not be stopped, and that he wanted Dr. Leavy to make his classifications conform to these made in New York and Philadelphia and drop the small fractions of degrees when their retention would increase the duty. Similar state-

ments of the same tenor were subsequently made to me by two or three other Boston importers, who said that Boston's only relief lay in the removal of Dr. Leavy and the substitution of a more lenient chemist as Government polarizer.

Sugars in bond from New York to Boston, under warehouse and transportation entries, in certain instances, showed the manifestly low classifications made at the former port when polariscopic tests were made of the sugar upon its arrival in Boston.

Hon. Collector Saltonstall called the attention of the Department to the matter, which promulgated a decision dated October 6, 1886, ordering liquidations to be made upon the basis of tests made at the port of original arrival, in conformity with S. S. 6754.

Continuing my investigation, I find that on May 29, 1886, Sugar Examiner George Keyes, of Boston, addressed a communication to Special Agent B. H. Hinds, New York, stating in effect that sugars of the same specific kinds and qualities were being classified at lower rates of duty than the same kinds entered at Boston; also that the daily exchange classification sheets sent to Boston, authorized by S. S. 6859, dated April 15, 1885, were not properly filled out at New York; that large importations known to have arrived and classified were not reported upon said sheets, etc. Reply to Examiner Keyes's letter was as follows, dated June 9, 1886:

(Copy.)

SIR: Your letter and its inclosures was duly received. * * * I referred the mater to the appraiser. I inclose herewith two communications, one from Assistant Appraiser Hay and the other from Dr. Edward Sherer, chemist in charge of the United States laboratory, which I believe cover all the points in your inquiry. I would be glad to give you a synopsis of the damage allowance made, but the enormous amount of work I have to attend to from day to day make it physically impossible for me to get together the data. I can only say that in proportion to the quantity of sugar imported here the damage allowances are very small.

B. H. HINDS,
Special Agent.

[Inclosure No. 1.]

UNITED STATES LABORATORY,
New York, June 3, 1886.

LEWIS McMULLEN, Esq.,
Appraiser, New York:

SIR: My attention has been called by Special Agent Hinds to a letter from Sugar Examiner George Keyes, of Boston, dated May 29, 1886, in which the statement is made that "there has been much complaint among the importers here (Boston) on account of the lower rates of duty upon the same sugars imported at New York," and that "there have been at times errors discovered in the reports sent from New York which have caused considerable feeling among importers here (Boston) before they were corrected."

If the allegations above quoted are statements of facts, there has been gross negligence or incompetency on the part of the officers having charge of the sampling of sugars at this port, or on the part of the experts employed in the testing of the samples in this laboratory.

As statements of the same character have frequently emanated from the same source since the enactment of the present tariff, I deem it of importance that they should receive careful consideration and unquestionable refutation if unfounded in fact.

The same sugars are not imported at this port and Boston. It is well known to the sugar trade in New York that much better qualities of sugar, imported from the same place, are sent to Boston than New York.

Comparative tests of the same samples of sugar are made monthly at this laboratory and in Boston, and not more than twice during the past three years has a difference more than $\frac{3}{10}$ of a per cent. been found to exist in the tests at the different ports. Quite recently it was represented by Examiner Keyes that two cargoes of sugar had been classified on a test 2 per cent. lower than tests of the same sugar in Boston. The samples of these sugars tested here, were forwarded to Boston, and substantially the same result found as here. It then transpired that the sugars referred to were entirely different sugars from those imported at New York.

If any error has occurred in reporting the tests of sugar from this laboratory my attention has not been called to it, and I would be glad if examiner Keyes would specify the cases to which he refers.

In view of the fact that more than four times the quantity of sugar imported at Boston is imported at New York, and in view of the long experience and widely-extended reputation of the sugar experts employed by the Department at this port, I am of the opinion that little weight should attach to the vague assertions affecting their character when unsupported by unquestionable evidence.

If any consideration is to be given to the reported allegations of the Boston importers, it is essential that samples of the sugars imported at that port and claimed to be the same as that imported at New York should be forwarded to this port and submitted to test at this laboratory, samples of the New York importations being also forwarded to Boston for test. In the only case in which this course was followed the sugars were found to be of widely-different character.

Very respectfully,

EDWARD SHERER,
Chemist in Charge.

Relative to errors in the tabulated sheets of the classification of sugars at New York, I have prepared a table, which is presented in its proper place in this report; also a table showing the number of pounds of sugar entered by Boston importers at New York, paying duty at New York, thence reshipped coastwise to Boston, in order to take advantage of the low classifications ruling at New York. This table will be found under the proper heading in this report.

Continuing my investigation, I proceeded to New York, in order to gain information direct from the sugar importers of that city, as well as from the public chemists who test sugars for the trade there. As all commercial dealings in sugar are based upon a guaranteed test with one thirty-second to one-sixteenth cent. per pound for each degree of test above or below the guaranteed test, I considered it wise to ascertain, if possible, whether said commercial tests of sugars at New York were higher or lower than the United States laboratory tests made in classification for duty; also to obtain any other cogent facts relative to the subject under treatment, with results appended.

Mr. Nevers, of the firm of Skiddy, Minford & Co., 101 Wall street, New York, said:

"Col. James Burt was for quite a period our broker, but for certain reasons we made a change, and have since employed Broker J. A. Dreyfous, who now attends to our appraisements. Colonel Burt is broker for Havemeyer & Elder and other refiners. Mr. Frank Hay, late assistant appraiser of the sugar division at the public store, was an examiner under Colonel Burt when the latter was assistant appraiser of the sugar division, so that through Hay Colonel Burt enjoyed full swing, and any advantages to be gained on this account he had. The sugar importing trade is being absorbed by the refiners. I do not know of the existence of a sugar ring. We have no fault to find with the United States laboratory tests of our sugars."

"Messrs. Shrerer Brothers, sugar chemists at 122 Front street, test sugars for the trade. I do not know whether the Sherers as Government appraising officers do any United States testing work at their laboratory, 122 Front street. They test sugars for us. Boston merchants buy largely in this market. I suppose they have good reasons for so doing."

"The 10 per cent. reduction in drawback on export sugar has practically stopped the export trade. Whatever there is crooked in the treatment of sugar for duty in New York, if such exists, should be showed up."

"I understand that Sugar Broker Burt does business for other sugar firms than Havemeyer & Elder, but he rarely goes upon the wharves; his efforts are mainly directed at the appraiser's store, in what manner I do not know."

"The United States laboratory tests are seldom higher than the tests made by our own chemists. I can not say that the former are lower; the tests for classification for duty are satisfactory to us; we have no fault to find."

A member of the firm of Howells, Son & Co., 109 Wall street, said:

"Sherer Brothers, 122 Front street, test sugars for our firm and have done so for a long time; their work is satisfactory to us; I will not say that commercial tests are higher than the United States laboratory tests in appraisement; I decline to say further upon the subject anyway."

I called upon other representatives of the sugar trade in New York, but they positively declined to talk upon matters appertaining to sugar imports and the duties applied to them in classification, they asserting that these were matters of private interest to them. While refusing to talk upon the subject, each person called upon said he had no fault to find with the duties assessed upon imported sugars, except that the general schedule was too high and should be reduced to a specific minimum rate: the United States laboratory tests were satisfactory, but declining to state whether they were higher or lower than their own tests.

I then called upon Sugar Broker J. A. Dreyfous, at his office, then located at 132 Front street (since moved to 122 Front street, the building in which Sherer Brothers have their laboratory). Mr. Dreyfous, when interrogated by me, refused to say anything about sugar brokerage. He admitted that some time ago he had a personal quarrel with Broker James Burt, and that shortly afterward his telephone connection with the appraiser's store (sugar division) was cut off on the order of the then assistant appraiser, Frank May, Colonel Burt's friend, but that since then everything had been amicably settled, and he had nothing to say. He knew of no irregularities in connection with sugar imports, but if such did exist the trouble lay in the exami-

nation room and laboratory at the appraiser's store. He admitted that Sherer Brothers test his sugars; that he hands his damage sugar samples to Mr. John Sherer, United States damage examiner.

In fact, upon a subsequent visit at Mr. Dreyfous's office I heard him ask one of his clerks, "Have you given those damages to Sherer?" showing clearly that Damage Examiner Sherer receives damage samples for test from interested brokers, and not relying upon the United States samples, or that he, John Sherer, as a member of the public chemist firm of Sherer Brothers, tests sugars for the trade, at the same time exercising their functions as United States appraising officers' in violation of the regulations.

Broker Dreyfous's removal of his office to the building occupied by "Sherer Brothers" is noteworthy new, in the light of facts to be presented herein.

Mr. Dreyfous evinced a great reluctance to talk upon sugar matters, and his replies to questions asked were very evasive.

At this point I will say that Mr. Dreyfous, or the gentlemen subsequent called upon, did not know me as other than a newspaper correspondent, searching for general information as to sugar imports, as authorization to prosecute this work had not been granted by the Department at that time.

VIEWS OF THE NEW YORK PUBLIC CHEMISTS.

In order to see what facts might be obtained from the New York public sugar chemists, calls were made upon them in a newspaper capacity, and their utterances are chronicled as follows:

December 6, 1886, chemist William J. Rigney, 109 Wall street, said:

"About two years ago I was connected with the sugar chemist firm of Sherer Brothers, John A. Sherer and Edward T. Sherer, doing business of testing sugars for the trade at 122 Front street, this city, but I left them and went into business for myself here.

"The United States laboratory tests of sugar for classification are much lower than the merchant chemist's tests; one reason for this is that the United States chemist throws off the small fractions of degrees and invariably takes the lowest readings as basis for classification. This is done in the interests of the trade. It is very rare that the merchants find fault with the United States laboratory tests.

I remember a controversy over a certain quartz plate used in the United States laboratory as compared with those in use in United States laboratories at other ports. Some one charged that Dr. Edward Sherer's quartz plate was incorrect, and that by its use he made the United States tests in appraisements too low. He had Dr. Gideon E. Moore, chemist of this city, "determine its value, and Moore's results confirmed Dr. Sherer's value of it. The quartz plate examined was Dr. Sherer's standard plate, whereby the polariscopes in use in the United States laboratory were adjusted and corrected. Dr. Moore and Dr. Sherer were on very intimate terms.

"The stated accuracy of the standard quartz plate means little, for the deducting of certain small fractional parts of a degree, for supposed allowance in variance caused by atmospheric influences, etc., upon the polariscope, would insure lower classifications. I do not assert this is done, but one thing is certain, the United States tests for classification are lower than the merchant's tests of the same sugar, upon which basis the goods are bought and sold. It has always been an open question, answerable only viewed in the light that all doubts, if they exist, are given to the importer by the United States appraising officers, while in the trade doubts are not allowed to exist, and small fractional parts of tests are always considered. Two skilled chemists can read the test of a certain sample almost identically in results. The local importers are favored by Dr. Sherer, as the difference between the United States tests and the merchants' tests show; the former always lower. Merchants would not rely upon the United States tests as basis upon which to buy or sell their sugars; for this reason they employ public chemists who test closely and accurately.

"If the buyer's chemist's tests agree with the tests of the seller's chemist within two tenths of one degree or per cent., then the average of the two results is taken as the basis for the trade in settlement. It has often occurred that after the sale of the sugar has been made on tests satisfactory to buyer and seller the reported United States test in classification for duty is found to be much lower than the tests in the trade basis, sometimes to the extent of from one to two degrees. This may be accounted for, to a certain extent, by the throwing off of small fractions, but it will only account for one degree difference.

"The color of the sugar sample to be tested in solution should be as clear as possible, otherwise the test would be lowered.

"Not long ago there was an outcry on the part of certain sugar dealers against the action of a certain chemist of this city who, as alleged, was in the pay of a large refining company in the sum of \$2,000 per annum, and that on this account his determinations were biased, especially if his employers intended purchasing the sugars tested by him.

"Dr. Gideon E. Moore is an eminent chemist. The Sherer Bros., chemists, 122

Front street, are Edward and John A. Sherer, United States customs officers. They test sugars for the trade. Of course, as Government officers, they have prestige, which give their determinations for the trade a surface value which is appreciated by the trade. I know whereof I speak; for, as I said before, I was with them in business for some time.

"John A. Sherer, the United States damage sugar examiner, told me the other day he was thinking of closing the place, or letting a relative of his, Benton Keese by name, run it. The latter is not a chemist. Either John A. or Edward do the testing by polariscope. Their tests are usually secured when the tests of the chemists employed by buyer and seller are unsatisfactory. John A. Sherer is much sought after by the trade. Merchants hand him their damage samples to test before making application to the collector for a damage allowance; thus his firm pass upon sugars, as public chemists, which he is to appraise for damage as a Government officer. The same is true also as to general sugars Dr. Edward Sherer is to pass upon as chief of the United States laboratory in classifying the sugars for duty. Leniency in tests to importers by the United States officers saves the sugar trade much money annually. The secrets of the sugar trade are very carefully guarded; there is profit in this secrecy, as you may find out."

December 7, 1886.—I called upon Dr. Gideon E. Moore, chemist, 69 Liberty street, who, in reply to written interrogations (necessary, as he is very deaf), stated as follows:

"I consider Mr. Wm. J. Rifney one of the ablest chemists in New York. The Sherer Bros. are fine chemists. Among other eminent sugar chemists are Drs. Casamajor, Grund, and Harnish; the former is chemist for Havemeyer & Elder. Dr. Grund does work for the general trade, as does Mr. Harnish. Messrs. Niese and Otto Kreuse are chemists for F. O. M. Mattheissen & Weichers, refiners, Jersey City; Weichert and other chemists in New York do work for the trade.

"I consider the Government chemist, Dr. Edward Sherer, a very skilled man. I have not heard it stated that the United States laboratory tests are lower than the public chemist's determinations, and yet this may be so to some degree, for the doubt involved in small fractions of a per cent. is generally given by the United States laboratory officers to the importers. I believe that a young man named Benton Keese is the chemist of the firm of Sherer Brothers; I think that he is the proprietor of the business."

Dr. H. Lossing, chemist, editor of the American Analyst, 269 Broadway, said:

"It is very difficult to obtain information as to the sugar matters I have found by experience. I have intimate acquaintance with people employed in the refineries, but the instant I ask any questions relating to sugar they are dumb. I know that there are some strange practices in vogue in this connection, but I have been unable to trace them out.

"October 16, 1886, I published in the Analyst, under the caption of 'Tricks in the sugar trade,' facts which went to show that men more or less connected with public offices were testing sugar for the trade, which had given rise to a deal of complaint. Now, when the paid chemist near the Government makes his tests from four-tenths to a whole degree lower than the test of the seller's chemist, something is evidently wrong. As yet I have been unable to get at the inside of the matter. A few New York refiners control the sugar trade, and I think the Government chemist, also, but I can not prove it; my views are given in my paper; you can read it and draw your own deductions. The United States tests are always lower than the tests of the public chemists. I think sugar matters in this city need close investigation and certain methods in vogue need ventilation."

December 8, 1886.—I called upon Dr. A. Grund, 121 Front street, who stated:

"I do sugar analysis only; commercial tests are made to agree to within one-tenth to two-tenths of a per cent.; each fraction, no matter how small, is considered commercially; coloring in sugar solutions lower the tests; a clear, bright yellow color does not; I am now ordering a solution clarified again because it shows too much color, which would vitiate the true test of the sample it represents.

"I do not know whether the United States tests are lower or higher than the public chemists tests.

"Of the prominent sugar chemists in this city Sherer Brothers rank high. Edward Sherer and John A. Sherer, Government officers, comprise the firm; the latter is oftenest at their laboratory, just opposite here, during the day. Edward is engaged at the United States laboratory, but after hours he comes to his down-town laboratory, and does testing for the trade. They keep this laboratory going so as to have a business to fall back upon; they have a relative, Keese by name, a young man to run the place during the day; he prepares the sugar solutions, but one of the Sherers does the testing. Keese is not a chemist. The signature of Sherer Brothers affixed to a certificate of test is the only thing valuable commercially. The average of two tests made by two public chemists, acting for buyer and seller, in obtaining the commercial test as basis for trade, is the test acceptable, providing the tests do

not vary more than two-tenths of 1 per cent.; all fractional parts of tests are strictly considered, in order to get at the true value of the sugar. Messrs. Rigney, Harnish & Weichert are prominent and reliable public sugar chemists and are authorities on these matters."

December 10, 1886.—A call was made upon the firm of A. Weichert & Co., 101 Wall street. The manager of the firm stated:

"I suppose we are the leading sugar chemist firm in New York; at all events, we are the oldest, viz, nineteen years in the business. We test for the general sugar trade.

"In testing sugars for duty the Government chemists' tests are always lower in their tests. The former tests would not be acceptable to the trade, for they do not represent the true test of the sugar. In giving the doubt to the importer, as the customs chemist does, the small fractions are dropped. I will not say they are not careful in making their tests, but the fact stands, their tests are always lower than the commercial tests. In the United States laboratory two operators read the same sample, and if the variance in their results does not exceed three-tenths of one degree, the lower of the two tests is the one accepted for classification.

"Public chemists test for buyer and seller in this way, viz: The test of the seller's chemist say is 90.4; the buyer's chemist's test is, say 90.2; the average of the two tests 90.3, and this is the commercial test. Now, the three-tenths is considered in the proportionate value it bears to one-sixteenth degree per pound for each degree over the guaranteed test.

"Two skilled chemists can read exactly alike, on the polariscope, with a little practice. We adjust our polariscopes twice a day, correcting them by the use of the quartz plate. The sugar in solution, to test accurately, must be as nearly colorless as possible; too much color lowers the test. The lowering of tests depends much upon the manner in which the samples are drawn by the sampler. The merchant's sampler draws his samples from various portions of the package; the samples mixed thoroughly give a fair representation of the sugar sampled.

The United States laboratory tests are nearer than the tests made by the public chemists on the same sugars. The reason for this is the overanxiety on the part of Dr. Sherer to make the United States tests acceptable to the importers. I will not say that any importers or refiners are especially favored by the United States officers, but some of the refiners keep skillful brokers at the appraiser's store to attend to their classifications, to get favors if possible. All facts as to sugars are kept secret in the trade. Sherer Brothers as public chemists are Government sugar officers also.

December 11, 1886.—Mr. Dazenhardt's representative, chemist for the Havemeyer Sugar Refining Company, 112 Wall street, said:

"We made our solutions in hot, distilled water; much color in the solutions lower the tests. The methods pursued by the United States laboratory officers are different from ours. Low grade muscovada sugars may vary in tests several tenths of a per cent., but centrifugals of good grade do not. Careless or insufficient polariscopists can not make accurate readings. William J. Rigney is of the ablest chemists in the trade."

December 12, 1886.—H. H. Harnish, chemist, 113 Water street, said: "I have been a sugar chemist in this city for twenty years. Two polariscopists can read a sample exactly alike. In high grade centrifugal sugars a variance of not exceeding two-tenths per cent. is permissible, but not more. South American sugars vary most.

"The trade requires absolutely correct tests upon which to settle the buying and selling. If the test given by the seller is guaranteed the fractional parts of degrees over or under the guaranty are considered in the transaction at so much.

"I can not say just what the difference is between the commercial tests and the United States laboratory tests; they ought not to be apart, if care is taken to secure accuracy; but right here I want to say I think it is very wrong, unfair, and to my mind contrary to law, for the Government chemist to keep a down-town laboratory and do work for the sugar trade. This is done, and you can find it out has been done ever since Edward and John Sherer became Government officers.

"You visit their laboratory at 122 Front street and ask if Mr. Sherer is in, and see if the young man there does not say he is out now, but you can leave your samples. If you do so, you will in time receive a certificate signed Sherer Brothers. The young man who waits upon you is not a chemist. Sherer Brothers do a good business. Certificates signed by them are accepted in the trade as the work of the Sherers personally. There are covert reasons why the trade have the Sherers test their sugars; just what these reasons are you must obtain from another source. It is not to be supposed they (Sherer Brothers) would keep a large laboratory running for years if they did not make money out of it. It is very strange no one has made complaint to the authorities.

"The 'American Analyst' called attention to 'tricks in the sugar trade,' some time ago. I think it is about time these matters were investigated. The Government tests of sugar are always below the commercial tests.

"Messrs. Rigney and Grund are perhaps the ablest sugar chemists in New York.

"The polariscope is all right for testing and appraising sugars for duty, in the hands of capable and reliable chemists to operate them. Sugar solutions should be decolorized in order to obtain correct results. Grains of sugar in the flasks should be thoroughly dissolved."

Continuing my investigation, I visited the wharves and store-house where sugars were being unladen and watched the operations of unloading, weighing, and sampling sugars by the merchant samplers and the United States employés, particularly noting how the latter used *wet* sponges with which to clean and sop their triers. All of the sugar wharves and refineries in New York, Brooklyn, and Jersey City were visited. Many facts were brought to my notice by patient and determined watching. I also conversed with several samplers, examiners, and weighers, all custom officers, and obtained valuable information as to the methods and manner of sampling sugars. Many glaring irregularities were brought to my notice. My identity was concealed, appearing only as a journalist in search of general information. Before giving the results of my work on the wharves (which will be found further on in this report), I beg to inform you of events which transpired a short time prior.

SUGGESTIVE HINTS AS TO FRAUD IN SUGAR AT NEW YORK.

On or about the middle of November, 1886, I met Dr. Hayden M. Baker, chemist, United States laboratory, New York, in Boston. Dr. Baker had verified the correctness of the polariscopic readings of Dr. J. T. Leavy, the Boston United States sugar chemist. From Dr. Baker I learned that frauds in sugar had existence in New York; that Broker James Burt, formerly assistant appraiser of the sugar division, was chief of a "sugar ring;" that he had unlimited power over the sugar-appraising officers at the public store; that by means of manipulation of sugar tests the difference in appraisements between Boston and New York could be accounted for; that Examiner William D. Crumbie, chemist, United States laboratory, New York, was knowing to the methods pursued by the "New York sugar ring;" that Crumbie had said to him (Baker), "it was about time the Burt sugar ring was rooted out," or words to that effect; that if I would go to New York he would put me in proper relation with Mr. Crumbie, so that I could find out all I desired as to frauds in sugar; that I must approach him (Crumbie) carefully, as Burt was a power, and if he (Burt) found out any one was talking about him his influence was sufficient to effect his removal. Dr. Baker offered to assist me to the full extent of his ability, and assured me of the co-operation of Examiner Crumbie.

November 19, 1886.—I called upon Dr. Baker at the United States appraiser's store, New York, first calling upon the appraiser, Mr. McMullen, to whom I presented a letter of introduction from Collector Saltonstall, of Boston. The appraiser permitted me to call upon Dr. Baker. I did not make known to the appraiser the object of my visit.

Dr. Baker then reiterated his former statements to me, viz, that Broker Burt was a power; that he had full swing of the sugar division and the appraiser store; that he Baker had some words with Burt a few days before, who twitted him about coming late to his work. Baker urged me to work Crumbie gently and I would get the facts as to the "Burt Sugar Ring;" that he would arrange for a meeting between Crumbie and myself.

While we were conversing Dr. Edward Sherer entered Dr. Baker's office, where he came, as he said, to take his after-dinner smoke. I was introduced to Dr. Sherer, and quite incidentally I turned the subject to sugar. Dr. Sherer offered to show me how sugar was treated for duty, which was interesting to any one of a scientific turn of mind. I assented, and for two hours Dr. Sherer showed and explained to me the *modus operandi* of the treatment of sugar for duty and the use of the polariscope. While there I noted the entire operation of mixing, weighing, shaking, clarifying, polarizing, and reporting the tests of some forty samples of sugar under classification for duty. I read certain solutions of sugar in Dr. Sherer's polariscope, and found that his instrument was two-tenths of a degree off. I saw lumps of sugar crushed, preparatory to weighing; I read his quartz plate of marked value 96° as 95.8 , "two-tenths off," as he said, thus accounting for my "low reading;" that by adding two-tenths the instrument was correct.

By making this allowance on some six or seven readings we were in accord.

In reply to a question from me, Dr. Sherer said, "It is almost impossible for two men to read exactly alike."

I noticed that the sugar solutions were not thoroughly clarified, some showing very strong color, some were cloudy, and in attempts to read two of these very cloudy solutions the tests would not agree.

Some of the samples were tested in quadruplicate, others in duplicate. In the first case four polariscopists read each a solution of the same sample, and the results were called off.

Dr. Sherer said his rule in determining which test should be the basis for classification was the reading corroborated by his own reading of the sample, agreeing within three-tenths of 1 per cent., the medium tests being the average of all the tests made. In cases where the sample was tested in duplicate, the lower of the two tests, not differing more than three-tenths of 1 per cent., would be the test accepted by him as basis for classification; that this was in accord with the regulations.

He said further, that if the reading showed 90.1 he would call it 90, but if the fraction was two-tenths or three-tenths he would let the fraction remain every time, for his own satisfaction; but if there appeared from other readings made of the same sample that the tests were 90.1, 90.3, 90.2, he would not take the lower; *i. e.*, 90.1, but accept 90.2 as the test for classification, so as not to make too close a test and entail the possibility of a retest, for the broker representing the sugar being appraised would think a re-test might make the sugar test 90, and thus save a whole degree, equivalent to four one-hundredths cent per pound in duty. That brokers did ask very frequently for retests. He said that bone-black when used for clarifying the solution lowered the test of the sugar; he had discontinued its use in the laboratory.

While in conversation Mr. John A. Sherer, the damage-sugar examiner, entered and quickly handed him a package, remarking, "These are Sheritzir's damages." (I caught the name rather indistinctly, but I give it to the best of my knowledgs.) Dr. Sherer remarked, "All right," and immediately Mr. John Sherer left the laboratory.

A short time afterward, that afternoon, I remarked this fact to Dr. Barker, and told him I heard John A. Sherer inform his brother, Edward Sherer, whose damaged sugar he handed him.

In the sugar laboratory I saw four polariscopists at work, one a young man, named S. F. Ball, a sampler, acting examiner, signed the certificates of test with his initial only. Dr. Sherer informed me Ball was acting that day, in the absence of Mr. Abbott, examiner. In the flasks containing the sugar sample in solution I noticed undissolved grains of sugar. Each operator weighed and otherwise manipulated the sugar preparatory to testing it. I was particularly struck by the hasty off-hand manner in which the work was done. Dr. Sherer informed me that some days they tested as many as 200 samples; that he could vouch for the accuracy of the work performed. He was glad he was no nearer to the sugar brokers, to be importuned by them. He evidenced such anxiety to explain the full working of the sugar laboratory that it occurred to me he might have known the object of my visit.

At 5.10 p. m. that day, in company with Dr. Baker, I left the appraiser's store; he reiterated that he would assist me to the full extent of his ability.

November 23, 1886.—I again called at the appraiser's store and requested permission to see Dr. Baker. Appraiser McMullen sent for me, and thereupon took me rather severely to task. He said: "Now, Mr. Byrne, I want to know your specific object in calling to see Dr. Baker. If you are here to investigate any of our methods, I will not allow you to enter the laboratory or give you aid or countenance. What was your object in making a complete examination of the sugar laboratory, questioning the men and otherwise investigating? I will not permit you to investigate anything in my department unless you bring me credentials from the Secretary of the Treasury. Here are your credentials from Collector Saltonstall, indorsed by Collector Magone, which is simply to show you courtesies."

The letter he referred to lay open upon his desk, close to which Sugar Broker James Burt was sitting. I opined that immediately before I entered the appraiser's office both Appraiser McMullen and Broker Burt had been looking over the letter above referred to.

During the conversation the appraiser had with me Broker Burt sat near by, listening, with evident satisfaction depicted on his face.

Continuing, the appraiser said:

"I will call Dr. Baker and you can see him here." To this I assented, and in due time Dr. Baker, who had been sent for, entered the room. The latter said: "The appraiser has taken alarm; so has Dr. Sherer; that both of these officers had pushed him hard for introducing me to the laboratory; that none of the men would talk with me unless I showed them my authority; then they would talk freely and show me the crookedness of the 'Burt sugar ring,' and the way in which sugar matters were conducted in the sugar-room and in the laboratory; that the appraiser thought he (Baker) was a spy in his camp; he advised me not call again until I was vested with authority from the Secretary of the Treasury; that he had arranged with Examiner Crumbie to meet me at the copper works in Elizabethport, where on the next day Crumbie would be testing some copper. Dr. Baker accompanied me to the outer door of the appraiser's suite of rooms, and as we lingered there a moment Broker Burt passed out. I learned that Burt visits the appraiser daily, and passes the most of his time from 11 a. m. till 3 p. m. either with the appraiser or in the sugar division.

Subsequently Dr. Baker told me that as soon as I left the building, on the occasion of my last visit, the appraiser sent for him and censured him severely for giving me

any information; that he believed some one had overheard our conversation at the time of my first visit, and also what I had said about Damage Examiner Sherer informing his brother, Edward Sherer as to the ownership of the damaged sugar samples he handed him; that my visits had occasioned great alarm; that all outsiders were now debarred from the laboratory; that where there was so much smoke some fire would certainly be found; that he would continue to aid me for the good of the service.

EXAMINER W. D. CRUMBIE, ALARMED, PLEADS IGNORANCE AND REFUSES TO TALK.

After several ineffectual attempts, I finally met Crumbie at his residence in South Orange, N. J. In the meantime, however, I had been authorized by the then honorable Secretary of the Treasury to "examine into the methods and manner of sampling, testing, and appraising imported sugar at the ports of New York, Philadelphia, and Boston," dated December 18, 1886. Under this authority I continued to work.

In substance Mr. Crumbie said:

"I do not know that I have knowledge of sugar matters that are not straight; I know how fraud can be committed if customs officers are so inclined; I do not know of a 'Burt sugar ring;' never said I knew of such."

He doubted my authority, even after he had read my letter of authorization from the honorable Secretary; he asked to be excused from talking further on the subject till the next day, promising to meet me, and that in the meantime he would not speak of the matter to any person.

December 24, 1886.—I met Mr. Crumbie outside of the public store; he stated that he had told the appraiser of our interview; that the latter had said that through him (the appraiser) my inquiries should be made; that he (Crumbie) had better not talk with me except in his (the appraiser's) presence; that both the appraiser and Special Agent Hinds doubted the authenticity of my authority.

Crumbie stated that he knew of no frauds in sugar or of the existence of a "sugar ring," or Broker James Burt's connection with it; that up to within a very short time brokers had no difficulty in getting into the laboratory, obtaining information as to the tests of their sugars, etc., but that the appraiser had recently made a new rule excluding outsiders from the laboratory. That he had seen Broker Burt about the place very often, not in the laboratory, but in various parts of the building. He did not know why the United States tests of sugar were lower than the commercial tests; that cheating can be done in sampling to influence low tests, and that if any fraud exists it could be found there (in the sampling). Concluding, he again stated that the appraiser had warned him not to discuss sugar matters with me, but that he (Crumbie) would give me general information as to the treatment of sugar for duty, which he did.

As we conversed we walked down town and I noticed an employé of the appraiser's department following us. This he did till we returned to the building about an hour afterward.

The reason of Mr. Crumbie's change of front and his refusal to impart information he possessed as to frauds is fully explained in another portion of this report.

OBSERVATIONS ON THE WHARVES AND AT THE REFINERIES.

Concealing my identity (not by artificial means), I visited the refinery of Have-meyer & Elder, Brooklyn, when a cargo of sugar was being discharged from lighters. I saw the merchant samplers drawing their samples from every bag as soon as the weighing was completed on each draught. These men took their samples from the central portions of each package. The United States weighers weighed with a strong *up* beam, catching it quickly before a balance had been obtained, and noting the weight in their dock books. I was struck with the difference in weighing I had seen done in Boston, where a *level beam* was obtained before the weight was noted. The bags of sugar, as fast as weighed (including the United States sample bags), were trucked by laborers of the refinery into the inner refinery warehouse as quickly as the weighing was done. There in the dark, damp warehouse the United States samplers would have to do their sampling. This district was in charge of Examiner C. B. D. Fosskett. Messrs. Flocken, Gilbert and Seymour were the United States samplers (the latter resigned May, 1887).

Broker Burt's sampler I found at work inside the warehouse, drawing samples from the United States sample bags and some hogsheads of sugar; also United States samples. My presence being discovered by a refinery employé, I was ordered out, but soon entered the premises again from another point. I will say here that no persons other than employés of the refinery or customs officers are allowed within the refinery precincts in New York, Brooklyn, or Jersey City.

I engaged Sampler Flocken in conversation. He stated:

"We sample fairly; we are on a district not longer than one month at a time; we are moved about so as to avoid collusion; opportunities are frequently presented, but

we are watched closely by the examiners; no one is allowed in the sheds when we are sampling except Burts' sampler; he often works alongside of us, but he generally draws his samples before we draw ours. As soon as Burts accepts the laboratory tests of his sugars, permission is given over the Government telephone which connects this refinery with the appraiser's store, sugar division, to melt up the sugar, and away they go into the melter; if there is a disagreement of tests, a retest or resample is made."

Two days thereafter I again visited this refinery. I met Examiner Foskett and he was willing that I should accompany him and his samplers over the district where sampling was to be done that day.

The samplers, Flocken, Gilbert, and Seymour, armed with long triers (45 inches, long), three large sponges, and a pail full of hot water (which Flocken carried), accompanied by Examiner Foskett and myself, proceeded from the sample office (which, by the way, is on the refinery premises), and the men commenced to sample two long tiers of United States sample hogsheads, a part in the shed and balance inside the refinery. The holes in the packages had already been bored in the center of each. The merchant samplers had previously drawn their samples from these hogsheads, in violation of the regulations.

Some of the hogsheads were wrong end to, the scoring and numbering being on the opposite end to the hole bored. Sample tins were found, one each on every hogshead.

Before inserting the long trier into each hogshead the sampler plunged the sponge into the hot water and with it wiped out his trier, which was highly polished and requiring no cleaning, sopping the groove of the trier with the sponge. The trier was then pushed into the hole in the hogshead, turned over, and withdrawn full of sugar. This was put with the sample can and constituted a sample. Sometimes it was necessary to draw several triers full before the sample-box was filled.

I particularly noticed that Sampler Flocken allowed so much water to remain in his trier that he had to elevate the point of it to prevent the water from running out before he inserted it in the hogsheads. The operation of drawing the sugar out of the groove in the trier was deftly done, one finger of the left hand being used to dish out the hard and dry lumps on the ground, while the free and moist sugar went into the sample-can.

Sampler Gilbert used the water, but not as freely as Flocken. Seymour was sampling remote from the others, and as the pail of hot water was between Flocken and Gilbert, the former could not use it if he had been so disposed.

We next visited a shed where sixty-nine bags of Cuba centrifugal sugar was found six bags of which were stencilled "U. S. sample." From these bags samples were drawn by the use of the short trier; no water used. Examiner Foskett ordered the men to draw from more than the six bags, as he explained to me that he considered the number of sample bags insufficient to properly represent the lot.

Of the six sample bags I saw several that were sweaty, moist, and much stained.

All of the samples drawn were placed in the sample boxes, marked, and ready for transmission to the appraiser's store; in the meantime they were left in the sample office.

We went next to the refinery of Moller & Sierck, on the same district (No. 2), where thirteen bags of beet sugar, representing five hundred and twelve bags in the lot, were sampled. These samples were piled up inside the refinery premises. The sugars were of very high grade. The work was fairly done.

We next proceeded to the premises of the Brooklyn Sugar Refinery, same district. One-half of the cargo had been landed and weighed; $2\frac{1}{2}$ per cent. had been laid aside as United States samples; tiers in eight piles according to marks.

Sugar Broker J. A. Dreyfous was there; he followed the samplers around, chatting familiarly with them; talking base ball, opera, and other matters with them; the greatest freedom in manner and speech prevailed. Dreyfous closely followed Sampler Flocken, and I heard him say to him, "Get inside; cut deep; give us a show, can't you," etc.

Flocken seemed to make it a point to work on the back sides of the piles of samples, with Dreyfous close at his elbow talking with him.

Dreyfous catching sight of me, and, as I think, recognizing me, said, "As the refinery people don't have to pay the duty on this lot they don't care where they have it piled; when they have to pay the duty they see that the samples are tiered up in a warm comfortable place."

It is my opinion that Dreyfous gave the samplers a hint as to who I might be, for after this the men acted with less freedom.

After the samples had all been drawn they were mixed and done up in paper packages, no tin boxes being available that day, as Examiner Foskett explained.

So closely did Broker Dreyfous watch the work that he asked that several thicknesses of paper be used to prevent the sugars from drying out.

When the examiner was not at the elbow of the sampler Broker Dreyfous was there, saying to the men, "How that sugar has dried out; don't take all the crust;

the guarantee test is 85; the way you are sampling it will test 90; cut deeper into those bags; there, that's it," etc., all of which the samplers took good-naturedly, but when the examiner approached the conversation turned to base ball, etc.

Dreyfous asked Examiner Foskett to tell John Sherer, damage examiner, if he saw him, that he would have a lot of damages on this cargo.

At 12 o'clock the samples went to the appraiser's store for test.

I invited Examiner Foskett to lunch with me. He accepted, and gave me the following additional facts.

He said it was a rare occurrence that sampling was deferred on the refinery district on account of rain, providing the samples were under cover; that moisture, no matter how little, lowered the test. We try to see that the Government gets its due; at the same time we also try to be fair with the importer, so as to avoid a re-sample. Sugar at the refineries is quickly dumped into the melter when they are in a hurry for stock. Sometimes the packages of sugar are melted up the same day the samples are drawn, if the tests reported by telephone to the importer or broker are satisfactory to him (clearly in violation of the regulations). "In reality," said Mr. Foskett, "very little fault is found with the Government tests. The broker is generally around when his sugars are being sampled. Dreyfous's sampler had drawn his samples before we reached those sugars to-day."

"I have never seen Colonel Burt on the docks. I often meet his sampler, Jim Vail; sometimes he draws his samples when our men do, generally before. Samplers are of course open to temptation. I think the men are honest. I watch them closely, but of course I can not see everything that may go on."

"Examiner R. E. Bonne is superintendent of examiners and samplers; Examiner A. G. Remsen is now acting assistant appraiser, sugar division, Colonel Frank Hay having resigned. I don't go to the appraiser's store only once a month, except when on duty on that district; then it would be my headquarters, so that I don't know much about what is going on there."

"If samples are drawn from 'foots' (the wet portions of sugar in packages) the tests are lowered."

"I think Sampler Flocken is a good man; he is perhaps too talky, and a little free; he was formerly a merchant's sampler and every one knows him. Gilbert and Seymour are good men. There used to be a bad lot of samplers, but they have been got rid of. I don't know what the former unlawful practices were that brought sugar work into disrepute, except that I have heard that unscrupulous importers worked crooked samplers. I don't think it can be done now to any extent."

"Sometimes we have sampled sugars in places in the refineries where it gets steamy, moistening and making the sugar read free."

"There are six refineries in this district (No. 2); it is the most important one in this customs district. Havemeyer and Elder are the heaviest importers in the country. I know nothing of the damage-sugar department."

TREASURY OFFICERS, PAST AND PRESENT, KNOWING TO IRREGULARITIES IN SUGAR TREATMENT FOR DUTY.

January 1, 1887, ex-Special Agent C. H. Brackett, office 5 Wall street, said he was knowing to sugar frauds; he had a hand in investigating them when he was special agent. That he had made reports to the Department, no notice being taken; that ex-Special Agent James A. Chalker had also informed the Department of existing frauds, especially at the refinery district, where sugars were quickly melted up before re-examination could be had when the Government desired to make one; that Broker James Burt was said to be connected with irregularities in sugar; he was the man to watch; that other officers of the Department had tried to investigate sugar at New York, and under appraisements from time to time, but that for some unknown reason no headway had been made; that it would be worse than useless to attempt the investigation unless the examining officers were thoroughly backed with authority by the Secretary himself, the work done quietly, and the facts evolved from time to time kept out of Department files, as the sugar interests had their spies and aids even at the Department, and would frustrate the efforts of any investigator into sugar frauds; that a very powerful sugar ring existed in New York; that Supervising Special Agent Martin and Agents Tingle and Tichenor knew of irregularities, but made no attempts to unearth them; that no special agent to-day in the service would dare to do so.

That Assistant Appraiser Frank Hay, of the sugar division, appraiser's store, was and ever had been the tool of Sugar Broker James Burt; the latter was Hay's predecessor in office from 1869 to 1874.

He remembered something in connection with Burt and certain samples, in favoring certain importers, and that shortly afterward Burt was said to have resigned. That after leaving the customs service Burt instantly became the salaried broker of several large importers and refiners, Havemeyer & Elder for one firm; that his es-

pecial duties are to look after and secure low appraisements ; that Sampler Knoblech was discharged because he received a bribe for a sugar man ; that influence caused Secretary Sherman to re-instate him.

That Broker S. A. Dreyfous had been superintendent of United States samplers for several years ; that he resigned after certain facts relating to sugar manipulation became known ; then he at once became a rival sugar broker to James Burt, doing for his clients the same class of work as Burt ; that a quarrel took place between Burt and Dreyfous, and that the influence of the former was strong enough at the public store to secure the cutting off of Dreyfous's telephone connection with the sugar division ; that Colonel Hay's enmity toward Dreyfous was the result of Burt's influence over Hay.

In a subsequent interview Mr. Brackett informed me that the official letter books of the special agents in New York would show what irregularities in sugar had been practiced in New York ; also how the reports of officers were disregarded by the Department. He further said that the damage division, John A. Sherer examiner, had been a fruitful field for manipulation ; that damage sugar brokers W. C. Jones, 55 Broad street, and Charles N. Kippen, 135 Pearl street, worked heavy damage allowances through John Sherer, the examiner ; that the former (Mr. Jones) lived in the same town with Sherer, and that they were known to be exceedingly intimate. That supposed damage was made actual through the connivance of these men ; that their commission depended upon the amount of damage allowance they secured from Sherer.

That fraud resulted in the holding back of sugar invoices at the appraiser's store, at the request of these sugar brokers ; that changes in classifications were made before the invoices were sent to the custom-house ; that he (Brackett) had in his possession affidavits of certain sugar samplers proving direct bribery, and showing how sugar is manipulated in order to secure low classifications and other frauds upon the customs revenue ; that this information he would give to the Department for \$1,000 ; he stated that he had written to the Department to this effect, offering to fully establish the truth of his assertions and the validity of his affidavits before receiving a cent for them ; that one of his affidavits was dated June 3, 1884, and showed how the maker had received \$3,000 from sugar importers for manipulating sugars so as to make them test low, etc.

January 12, 1887, Special Agent John B. Peck, stationed at the custom-house, New York, informed me to the following effect. He said :

"Mr. Byrne, I know what you are doing ; there is no doubt as to the existence of frauds in sugars ; they have existed here for years ; you know it and so do I, but it will not do for me to touch them, for the 'sugar ring' is composed of the shrewdest men in New York, and the ring is a most powerful one. I would not touch it to investigate it unless I was backed up by Secretary Manning himself. I would want six officers of my own selection and six months to do the work in. The 'ring' is a strong one, and it is next to impossible to unearth it, but with proper official backing and quiet work it can be done. I don't care to undertake the work anyway. The first thing necessary to my mind would be to clear some old officers out of the way to make the work run smooth. I would, if I were you, exchange confidence with no officer connected with this bureau ; they would give you away in a twinkling, and you would soon find yourself handicapped.

"There are in existence affidavits as to sugar frauds ; they are in the possession of Smith M. Weed, of Albany. Get these papers and your work would be simplified ; they show the existence of the sugar ring, of which broker James Burt is chief.

"Convince me as to your authority and as to how well you are backed up by the Secretary, and I will assist you to get these affidavits. Keep away from the naval officer ; he is Jim Burt's brother. Have you not found that reports on sugar frauds have been pigeon-holed at the Department ? Well, I know they are, for the influence of the sugar ring is very far-reaching. Why, the secrets of the Department can reach New York within two hours after they are known in Washington ; the confidential relations which should exist between the Department and its officers are daily violated.

"I saw the telegram from Secretary Fairchild stating your authority sent to Special Agent Jewell, but I want fuller particulars before I say more.

"I don't dare to investigate frauds where I know they exist, for I would soon be bottled up.

"Broker Burt used to come here very often, but in the last six months, for some reason or other, he has kept away. His stamping-ground is at the public store, where he has plenty of willing tools to do his behests. You have undertaken the biggest job you ever tackled. Keep your business to yourself, and make no confidants."

The day following the receipt of the telegram from the honorable Secretary to Special Agent Jewell, and while I was sitting in the office of that officer, a newspaper man came in and stated that an officer from Washington was here investigating sugar ; that he was after a friend of his, and he wanted to learn the facts, etc. I cite this

ncident merely to show how quickly information from Washington was received in New York when sugar or its investigation was concerned.

It appeared to me very strange that publicity should attach to my work, dating with the very day I first presented myself there, and not before.

January 14, 1887.—I questioned Special Agent Jewell, who replied, "I know of no one in this office who gives to the press confidential business of the Department, but people here at the custom-house get inside information from Washington as soon as it is known at the Department. How it is accomplished I don't know. I am making an investigation into sugar myself."

January 26, 1887.—Hon. Collector D. Magone said there had been questionable practices in connection with sugar at New York, more especially at the refineries, in the changing of heads of hogsheads and marks, etc.; that this had been done after the customs officers had left, and while the night watchmen were in charge.

That he had facts to prove the statements. Later on, when asked by me for the facts, he said the statements he had referred to were unreliable, and had been made by ex-officers who had axes to grind; that to his mind the only irregularities relating to imported sugars at this port (New York) was the excessive drawbacks paid on exported sugar, and that he should advise the Department to order me to investigate this matter.

January 26, 1887.—Chief Clerk H. K. Prince, of the statistical division, New York custom house, informed me that he had noticed the imports of Havemeyer & Elder during the past six months, had been steadily advancing in the rates they entered them at; that the advance was from one to two full degrees; that he could not understand the reasons for such advance in the entered rates.

Allegations having been made that certain of the special agents of the Treasury had reported to the Department facts relating to irregularities and frauds in the treatment of sugars for duty, and that for certain unknown reasons nothing substantial in the way of correction of the evils said to have existed in the past had resulted, I herewith present copies of some of the reports referred to (taken from the official letter-books of those officers), which are submitted in order that the honorable Secretary of the Treasury may be in possession of all facts obtainable relating to imported sugars at the port of New York from 1872 to date.

OFFICIAL REPORTS OF SPECIAL AGENTS OF THE TREASURY RELATING TO IRREGULARITIES IN THE TREATMENT OF IMPORTED SUGAR FOR DUTY AT NEW YORK FROM 1872 TO 1887.

Special Agent Charles N. Brackett to Special Agent Frank Howe, in charge.

NEW YORK, May 22, 1872.

SIR: In accordance with instructions, I visited the Baltic stores, South Brooklyn, watching the Government sugar samplers at work. I then called upon Assistant Appraiser James Burt, who said he had been giving personal care to the duties of his office, and in his opinion it was next to an impossibility for any of his samplers to defraud the Government by misrepresenting the quality of the samples, in consequence of the system of espionage he had introduced so successfully, by having different samplers resample cargoes; that during the month of April, 1871, by his advances of several invoices it had resulted in increasing the revenue \$140,000.

Special Agent James P. Chalker to Special Agent Frank Howe, in charge.

NEW YORK, December 9, 1873.

SIR: I inclose statement of sugars imported at New York, Boston, Philadelphia, and Baltimore for 1871 and 1872; the difference in favor of New York is 18,642 tons. Philadelphia and Boston importers complained not long ago that their merchants sent sugars to New York because they could get better classifications there. The importations to New York have increased to a very large amount. At the time of your examination of sugars in 1869 the importations fell off at that port, and there were appeals made by the merchants in regard to the grades and the advance of duty on the same, but since the latter part of 1870 not one appeal has been made by the merchants from Colonel Burt's examination, grading, and classification of sugars. Take, for instance, the importations of sugars at the port of New York for 1872, viz, 342,309 tons, on which a difference of one quarter cent per pound would amount to \$1,916,960.40.

Colonel Frothingham says that Burt has been very careful in carrying on this business and shuts himself up in a room alone, where he examines samples of sugar. He is positive Burt is making wrong classifications of the same almost every day.

I await your orders to proceed, feeling confident that we are on the right track.

Special Agent Chalker to Special Agent Howe, in charge.

NEW YORK, April 29, 1874.

SIR: In compliance with instructions received December, 1873, in reference to the classification of sugars entered at this port, I have to report, that with Special Agents Brush and Brackett we visited the appraiser's store, we took samples necessary for proper classifications, and assisted by Messrs. Gaw and Meyers, examiners of Philadelphia and Baltimore, respectively, we classified the samples. I then obtained the invoices and entries from the custom-house, to compare the New York grading with those made by us and Gaw and Meyers. Many of them agree and many do not. See inclosed data showing the difference in grading and duty. I visited the wharves where the United States samplers were drawing their samples and where sugar was being landed.

In my opinion, the samplers were not as careful as they should be; the sampling should be done uniformly, this will do away with the resampling, so much in vogue at the present time. If the samplers take their samples correctly the first time, there will be no necessity for resampling. * * * The examination which the inclosed tables represent cover from October 4 to December 12, 1873, and shows that on 4,358,345 pounds the classification at the New York custom-house was wrong and the Government by said erroneous classifications loses in duty \$7,014.62. The classification of 17,704,734 pounds was correct. * * * I find that about 24 per cent. was wrongly classified; also that the loss in duties by the wrong classification is a little less than 1½ per cent. on the whole amount collected on sugar for that period.

NEW YORK, November 27, 1874.

Hon. C. H. JOHNSON,

Commissioner of Customs, Washington, D. C. :

SIR: In my last monthly report, I made reference to my investigation into the matter of alleged frauds in connection with the importations of sugar into this market. The first information received by me came from one of the largest importers of sugar in the trade, who felt assured that large quantities of sugar were being imported into this market without paying the proper amount of duty, but they were unable to designate the *modus operandi* of the transaction. I have, therefore, found it necessary to work very carefully and patiently to obtain evidence of fraud in this matter, which I now believe to exist.

The slightest indication to the general sugar trade that such an investigation was being made would, for the time being, check all attempts at fraud. I beg to give you the facts thus far obtained in connection with one firm:

This firm has no office or place of business in this city, but are ostensibly located in New Haven, Conn.; they import into this port, New York, from forty to fifty cargoes of sugar per year; they enter the sugars for consumption, duty paid. The invoices of these sugars are held at the public store, for classification, from twelve to fourteen days, until all the sugars in each case have been disposed of, so as to give no opportunity for resampling or reclassifying. I find that this house has advantage of one grade in the classification of their sugars.

Short weights, under the head of actual tare and reclassification, called for by importers on verified samples after the sugars have gone into consumption, are alleged to be plans adopted by some of our importers to defraud the Government. * * * Weight of the sugars when sold * * * were some 2,000 pounds more than the United States weigher's weight. I hope soon to fix the responsibility in these cases where it belongs, and correct the evils that evidently exist.

Special Agent Alexander to Special Agent Howe, in charge.

NEW YORK, August 23, 1875.

SIR: * * * Referring to my report of November 27, 1874, the practice of retaining invoices at the public store is an evil which ought to be remedied. It gives the importer ample time to dispose of his cargo and place it beyond the reach of customs officers for re-examination. An honest man, as examiner, may make wrong classifications if his samplers do not properly perform their duties. A number of our largest and most reliable importers of sugar at this port are so dissatisfied with the present mode of classifying sugars that they have appealed to the Department to have sugar classifications made openly at the custom-house. This is impracticable; but I am of opinion that a public sugar sample-room at the custom-house would be of advantage

to the Government and satisfactory to the majority of the sugar trade, and it would force the samplers into a faithful discharge of their duties.

I also think that no owner, agent, or consignee of sugars should be admitted to the examination room while classifications are being made.

One gentleman, who was formerly an officer of the Department, claims to act as agent for several sugar houses (about a dozen, I understand). His business with said houses, I am informed, is to attend to the sampling and classifying of their sugars as they are passed at the custom-house. As such agent, he has free access to the sugar-room at the public store whenever his principals have a cargo of sugar in port.

* * * Appended is a long list of sugar importers who are desirous of having some changes made in the present method of sampling and classifying sugars at this port.

(Approved by Special Agent Howe, and forwarded to the Hon. Bluford Wilson, Solicitor of the Treasury.)

NEW YORK, *January 20, 1876.*

Hon. BLUFORD WILSON,
Solicitor of the Treasury:

SIR: I am still engaged in investigating the sugar question at this port. It is very difficult to obtain positive evidence in any given case, but from examination of a large number of invoices, and from information received from other sources, I am of the opinion that many lots of sugar have been recently entered at this port and classified at least one grade below their standard of value.

I also find great discrepancy between different invoices as to gross weights and the amount of tare allowed. I shall give this matter further attention.

W. V. ALEXANDER,
Special Agent.

Special Agent Alexander to Hon. Bluford Wilson, Solicitor, etc.

NEW YORK, *February 1, 1876.*

SIR: I would respectfully report that since my attention was called to the discharge of a cargo of sugar, then in progress, entered for consumption by Havemeyer & Elder, ex steamer *Columbia*, January 19, 1876, I visited the wharf and witnessed the weighing and sampling of the cargo. The weighing seemed to be done in a rapid and unreliable manner, and so rapidly that it seemed impossible to obtain correct weights. As soon as the sugars were weighed they were sent away for consumption. The sampling was improperly done. I have obtained the weigher's return, and find the net weight falls short of that given in the invoice—27,134 pounds. The invoice has been classified and returned to the custom-house on the 20th instant. The classification is evidently arbitrary and made at random, as the samples taken were not sufficient to determine what proportion of each lot, if any, was not above No. 10, D. S. I shall ask for a resampling and reclassification of such portion of the cargo as may be found.

The practice of admitting agents of importers to the examination room while classification of sugars are being determined is detrimental to the interests of the Government.

Continuing under date of February 10, 1876, he says, "I have made further inquiries as to the cargo of sugar ex steamer *Columbia*, January 19, 1876, and find they were melted up before the invoice was classified; no samples for reclassification could be obtained."

New York, March 13, 1877.—Special Agent Brackett receives from Dr. Gideon E. Moore, chemist, New York, samples and results of tests made for coloring fraudulently sugars, in order to bring suit against certain importers.

Messrs. Sherer Brothers, chemists, herein figure as assistants; also Professor Henry, of the National Academy of Science, Washington. Doctor Moore urges that no samples be sent to the National Academy, as they are prejudiced and incompetent. Sherer Brothers report, under date of June 4, 1877, supporting the report of Dr. Moore, after three months' work.

Chemist Habishaw, the United States chemist, the United States appraiser and examiner differ with Dr. Moore's and Sherer's theory as to artificial coloring in sugars imported, whereby the revenue was defrauded.

October 1, 1877.—The Department orders the seizure of certain artificially-colored sugars entered about that time. The appraising officers declare that the sugars in question were not artificially colored and nullifies the Department's order.

During this year from April, 1877, to April, 1878, several seizures of such sugars were made. The then damage examiner, Frank Hay, made excessive damage allowance. Sherer Brothers figure as chemists employed by Special Agent Alexander to test sugars for the Department, as also does Dr. Moore. January, 1878, frauds in

weighing cargo of the brig *George Burnham* and the bribery of the United States weigher who falsified weights, the importer getting more sugar than he paid duty on. Donner & De Castro were looked after for frauds in "drawbacks." January 8, 1879, the Department is informed that John McKreise, for eight years assistant weigher, swears that Sampler Cosgrove, in the employ of Donner & De Castro, drew samples as he saw fit, and gave them to the United States samplers, Brown and McDonald; these samples went to the appraiser's store and appraisement was made for duty from them. Inspector of Customs Maddox corroborates the above.

November 31, 1878.—Frauds in sugar by C. W. Durant & Sons through the agency of Broker Pentz, of New York, as to the entry of a cargo of sugar ex steamer *Niagara* at less than the true weights, the Government losing thereby \$815.

Special Agent N. S. Curtis to Appraiser T. B. Dutcher.

NEW YORK, December 4, 1878.

SIR: In the course of my investigation of sugar importations at this port I have secured testimony of certain of the Government samplers, while not legal evidence of collusion on their part, satisfies me that they are not proper persons to represent the Government in the collection of duties, to which they are assigned. In conversation with you I have given you particulars and circumstances.

I herewith present you with a list of the officers I consider tainted, with the request that you give me your advice on the question as to whether or not I shall report this case for the action of the Department, with a view to secure the dismissal of Samplers Knobloch, McDonald, McQuade, Flynn, Blume, and Nugent.

(NOTE.—McQuade still in the service, 1887.—T. A. B.)

The above-named samplers did their business with the following-named sugar brokers and firms:

Pentz & Co., brokers, representing Young & Co.; Frank Marshall, broker, representing J. & G. Fowler; D. McShane, broker, representing Fernandez & Calvo; E. Egan, broker, representing S. & W. Welsh.

Special Agent Curtis to Hon. John Sherman.

NEW YORK, December 9, 1878.

SIR: I have endeavored to ascertain the several methods adopted by the representatives of sugar importers to defraud the Government. So far as the frauds in weighing are concerned I have been partially successful, and sufficient evidence has been educed to warrant the commencement of suit criminal and civic, in which we have reason to believe the Government will be successful.

But in regard to the sampling of sugars I have not been so successful. It has been only after long and patient watching that I have been able to detect and approach one of the agents or messengers, who are the go-betweens of the merchants' samplers and the Government samplers. From this source I learn that the *modus operandi* is for the merchants' samplers who are assigned to the cargo he represents to ask for easy terms; the Government samplers, for a consideration, consent to return a greater number of low-grade packages than the cargo contains, and when by comparison of the examiner with those the merchant sampler has made, if the Government sampler has fulfilled his agreement one of the messengers referred to is allowed to draw sugar and sell it and give the proceeds, less his wages, to the Government sampler, with whom the corrupt bargain is made. In case a resampling is ordered, one of the tainted samplers is in the detail, so that resampling avails nothing. Each sampler has a messenger. The five United States samplers above named should be asked to resign, and if they do not they should be kicked out. I recommend that merchant samplers be excluded from the warehouses while in the custody of the collector.

It seems impossible to prove to a jury that fraudulent returns of samples have been made after the sugar has gone into consumption.

The removal of the tainted officers seems to me the only remedy by which the old system of frauds can be effectually broken up.

NEW YORK, December 12, 1878.

TO HON. SECRETARY SHERMAN:

Special Agent Curtis asks for authority to hire informers to tell how United States officers have effected false classification of sugars, and he knows of no other way in unearthing the sugar frauds.

NEW YORK, *July* 23, 1879.

Hon. Collector MERRITT:

Special Agent Curtis writes relative to "the present method of sampling and re-sampling sugars," and suggests "methods to stop frauds on the customs revenue and prevent merchant samplers tampering with United States sample packages, as they do, as retests show lower results than previous or original sampling did, also as to tampering with samples, their removal, and changing as at present exists."

Report of W. V. Alexander, special agent, to C. C. Adams, special agent in charge, New York.

MARCH 12, 1880.

Report on classification of sugar entered by Havemeyer & Elder, Moses Taylor, and others. The tests made by Sherer Bros. show higher tests than those made on the same sugars at the appraiser's store. The further employment of Sherer Bros. asked for.

It appears that on six tests made the appraisement was made on the lowest test, thus lowering the duty. The effort of the United States examiner seeming to be to keep the classification below 79 degrees, as above 79 degrees the duty is increased materially. Sherer Bros.' tests ran three-tenths to 1 degree above the tests accepted for classification. "The discrepancy shows that the samples submitted to the different chemists to test could not be the same, though drawn from the same marks of the cargo, thus indicating they were the same.

"The appraiser always takes the lowest tests for classification, and thus favors the importer.

"By the classification of the Havemeyer & Elder cargo the Government lost \$3,000 by too low classification.

"In view of the facts above stated it is evident that either great carelessness has existed, even to great irregularities at the public store. * * * I believe that for safety and economy that Chemist Sherer should be continued in the service in the testing of these high-grade sugars.

"I have found the samples of three other invoices equally irregular in their classification and will report upon them separately."

NEW YORK, *February* 10, 1880.

Special Agent Alexander reports:

"On an importation by Havemeyer & Elder of 300 hogsheads of sugar, classified as not above 79 degrees test, the loss to the customs revenue therefrom was \$2,000;" and on March 17, 1880, "that inasmuch as the then United States chemist was not a citizen, that he be dismissed and Sherer be put in his stead; also, that 375 hogsheads of sugar imported by Fernandez & Calvo was classified too low (under 79° test), and based on the tests of the same sugars by other chemists, the appraisement tests were shown to be too low."

Special Agent Adams reports to the Department of 100 hogsheads sugar by Fernandez & Calvo, ex *Cumberland*, undervalued, and on February 1, 1880, as to 300 hogsheads, by Havemeyer & Elder, to which Special Inspector Alexander calls attention to the wide difference in tests of the same samples and how Sherer's tests were 1 degree higher than the accepted tests for classification.

"In this connection there is no doubt that the revenue has suffered materially by allowing the lowest test to be taken as the basis for classification, thus giving the importer great advantage, with consequent fraud upon the customs revenue. It is also fair to presume that the samples are not taken properly and that care has not been taken in making the polarizations. The employment of Edward Sherer is advised as a check upon the appraising officers and the United States claimants.

"These officers know whose sugars they are appraising. Under the present system brokers and importers' agents are constantly visiting the United States laboratory in the interest of their clients and thus retarding the work.

"I call the attention of the Department to what I consider as dangerous methods in conducting the examination and classification of sugar at this port. I request that Special Agent Ayer be directed to come to New York as soon as possible and make a careful examination, as he has had general charge of reorganizing the sampling and classification of sugars imported into the United States. It is important that he should come at once."

March 29, 1880.—Special Agent Alexander reports to Special Agent Adams in relation to 760 hogsheads of sugar by Havemeyer & Elder, on which by improper clas-

sification the Government loss is \$1,000. Under the same date charges are preferred against Dr. Tilden, United States chemist, and his removal is asked for by the appraiser. Dr. Edward Sherer succeeds Dr. Tilden as soon as Special Agent Ayer arrives on the scene.

August 28, 1880.—Dr. Edward Sherer, United States chemist in charge, is sent to Boston and Portland to test the polariscopes there in use, as it was stated at these ports, that sugars were being classified too high, and also to note the reason for insufficient damage allowance, so claimed by importers. Col. Ira Ayer, jr., special agent, accompanies him.

Special Agent Adams to Supervising Special Agent Tingle.

NEW YORK, August 19, 1880.

SIR: It is highly important that Special Agent Ayer, or some officer familiar with sugar, be sent to Philadelphia to look into the manner of classifying sugar by Dutch standard at that port. I am satisfied the work is being done all wrong at the port and that the Government is losing heavily thereby.

Under same date Inspector Abbott (now sugar examiner and polariscopist, United States appraiser's store, New York), reports that "an alarming state of affairs exists in respect to the classification of certain sugars by D. S. (Dutch standard), which demands immediate and thorough investigation."

November 20, 1880.—Special Agent Adams calls the attention of the Department to Assistant Appraiser Frank Hay's interpretation of the regulations relating to granting retests and resampling and other evasions by him practiced.

September 28, 1880.—Special Agent Brackett reports that Assistant Appraiser Frank Hay's evasion of the regulations, in complying with the requests of importers for re-sample, and in instructing his samplers to sample 10 per cent. of the cargo, instead of every package not previously sampled, as required by the regulations. The attention of the Department is called thereto.

January 11, 1881.—United States Sugar Samplers John Nugent and Joseph Murray were found to be engaged in outside business, and were suspended at once.

January 22, 1881.—Special Agent Brackett reports as to the bribery of United States night watchman at Prentiss' stores in allowing sugar to be surreptitiously removed, etc.

February 11, 1881.—Suits were brought by the Government against Fernandez & Colvo for importing artificially-colored sugars *ex ship Leonora*, February 1, 1880; *ex Arletta*, April 15, 1880; *ex ship Erinaugh*, April 9, 1880, from which the importers appealed.

December 17, 1881.—Special Agent Adams reports to the Department in regard to the removal of the United States sugar laboratory. Special Agent Ayer recommends the location next to Assistant Appraiser Hays's room. The appraiser selected another room for the storage of the United States sugar samples, and out of the reach of the United States sugar chemists. Special Agent Adams says:

"This would be fatal to the recovery to the Government in suits brought for duties illegally withheld. The United States laboratory should be as independent of local influences as possible. The laboratory should not be located where its work can not be done properly, if located, as selected by the appraiser, where it can be the runway for persons who may desire to influence its decisions."

February 19, 1881.—Mr. Havemeyer, of Havemeyer & Elder, bring suits for slander against Lawson A. Fuller, who charged that his firm was adulterating sugars. Special Agent Alexander is watching the suit in the interests of the Government.

New York, February 23, 1881.—Special Agent Adams writes to the Department that changes were made in the classification of sugars to a full degree by Assistant Appraiser Hay in the case of the cargoes of the *Leonora*, *Artella*, *Saratoga*, and *Erinaugh*, in violation of the United States Treasury regulations.

April 6, 1881.—Special Agent Ayer writes to the Department protesting against the granting of the request of Boston sugar importers, that the sampling regulations relating to the sampling of Muscovado sugars be changed, and gives as his reason "that New York is well satisfied with the present regulations."

April 14, 1881.—Special Agent Chamberlain investigated the importation of 600 hogsheads of sugar by Havemeyer & Elder, and the duties paid thereon; also cargoes imported by S. & W. Welsh & Co., said sugars being underclassified and under investigation.

July 16, 1881.—Special Agent Adams writes to the Department as follows:

"Dr. Sherer chief chemist United States Laboratory, and Chemist Abbott reported upon an importation of molasses made at Boston, by Dana Bros., of Boston, that it was cane juice."

Appraiser Rice, Chemist J. T. Leavey, Sugar-Examiner Keyes, and Public Chemists J. B. Richards and Dr. Botts, all of Boston, claim forcibly that the determination of

Dr. Sherer and Chemist Abbott was erroneous and of such a nature as to call for a full and complete investigation of the whole matter. Special Agent Adams begs Dr. Sherer "to test the work of Chemist Abbott, for the purpose of ascertaining positively whether he has been in error as to the results reported by him."

October 25, 1881.—Special Agent Brackett confers with Special Agent Hinds, of Philadelphia, relative to 245 hogsheads of sugar in bond from New York to Harrison, Havemeyer & Co., of Philadelphia, in cars unsealed and without manifest, the same shipped by lighter without the knowledge of the New York customs officers, and is an evidence of gross blundering, if not fraud.

Special Agent Adams to Havemeyer & Elder, sugar refiners, New York.

NEW YORK, November 23, 1881.

SIR: I have a special order of the Treasury Department and request that you will hold intact from the process of refining an importation of beet sugar, ex steamer *America*, from Hamburg, entered November 18, 1881, now being delivered at your refinery, until I can lay certain facts relative thereto before the honorable Secretary of the Treasury. I leave for Washington to-night.

Special Agent Adams to Collector Robertson, New York.

NEW YORK, November 28, 1881.

SIR: * * * The importation of beet sugar ex steamer *America*, 9,967 bags, on account of Morgan, Drexel & Co., bankers, on examination shows that they were artificially colored to evade duty. This beet sugar was offered to Havemeyer & Elder with the clear understanding that, if bought by them the owners would artificially color it so as to bring it *below* its Dutch standard grade, thus making the duty 2 cents per pound instead of 2½ cents per pound.

By this coloring of the sugar in question the Government loses \$3,786 on the cargo. The cargo is being held. One sample is found to polarize 98.17° in the dry substance.

December 2, 1881.—Special Agent Adams writes to Secretary of the Treasury, Mr Folger, and gives the honorable Secretary a history of the beet sugars artificially colored, and offered on the New York market, to be colored to order, in order to evade duty.

Among the importers handling these sugars are Havemeyer & Elder, who took the chances of the cargo of the steamer *America*. Broker Pressprich, at the solicitation of New York refiners, as to artificially-colored sugars, says "that the Germans offered, through the New York agents, to color sugars so as to bring the duty at 2 cents per pound for the New York buyers."

Special Agent Adams continues: "The cargo of the *America* was a sample load, to see if these sugars could pass at 2 cents per pound duty, and several more cargoes are on the way. I think investigation will prove that this coloring of beet sugar is at the instigation of certain extensive dealers in New York, with a view to get the sugar into the country at a lower rate of duty, and thus defraud the Government."

Inspector Alexander writes to Special Agent Adams as to drawbacks on sugar and the leak to the revenue resulting therefrom.

Special Agent Adams to Special Agent Ira Ayer, jr.

NEW YORK, March 1, 1882.

DEAR COLONEL: Hogsheads, tierces, barrels, and bags of centrifugal sugars are drawn and sampled, and these samples are taken to the public store for classification, while other sugars in bags, ceroons, and mats are graded on the docks. This does not appear to me to be a satisfactory or safe practice. The samples are now taken with augers that penetrate about only one-third of the way through, that is, a portion of them, while others are drawn or dug out with knives. Neither is there any system as to the manner of sampling bags; one sampler taking his samples out of the ends, another from the middle, and another from the corner of the bag.

Large quantities of the class of sugar in question arrive during this season, and it seems to me that it is quite important to the revenue to have a proper system for

sampling and classifying them, as it is in the case of sugar arriving in hogsheads and other wooden packages.

Special Agent Adams advises the use of long triers for the sampling of all packages, and asks for the co-operation of Special Agent Ayer in the matter.

Dr. H. M. Baker and Dr. Edward Sherer, United States chemists fall out, and through the latter's influence with the appraiser the removal of Dr. Baker was effected. His re-instatement was asked for by Special Agent Adams. This was done by Secretary Folger. Dr. Battershall's salary was raised to equal that of Drs. Sherer and Baker, in order to secure harmony. "It is understood that an agreement was made between these chemists that they would keep their noses out of sugar, which agreement has been faithfully kept."

Importers ask for the establishment of a sugar sample office near or at the docks in Brooklyn, accessible to the refiners. Special Agent Brackett and Inspector Israel favor the plan.

NEW YORK, August 3, 1883.

Hon. Collector ROBERTSON, *New York*:

SIR: I beg to respectfully invite your attention to the fact that when importers of sugars receive special permission to weigh their goods at the refineries, rather than on the docks, the revenue as a rule suffers loss thereby.

The most recent method is to let lighters loaded with sugar remain undischarged and unweighed for days (ten days in a recent case at the Brooklyn refinery); some other very questionable methods not conducive to the safety of the revenue were discovered by me over a year ago.

On a presentation of the facts to your predecessor it resulted in the issue of an order prohibiting the weighing of sugar at the refineries, except on special permission, and while I will not say that every time this weighing has been permitted fraud is practiced, yet there is no doubt that such can be easily done.

Under date of November 11, 1882, Sugar Examiner George Keyes, of Boston, writes Special Agent Ayer, New York, "for a report relative to the classification of sugars at New York."

Colonel Ayer replies: "Will be glad to present the request to the appraiser, and that a similar report be requested from Boston, as it appears to me that mutual comparisons as to classification and facts of similar character will prove beneficial to the service."

Under date of January 10, 1882, Special Agent Brackett reports that he is informed by one of his inspectors who was detailed by him to examine into "damage allowance made on sugars that the store-keepers are not notified that damage has been allowed on sugars in their charge; that these sugars are often withdrawn for export."

"In reviewing several cases of this kind, wherein there appeared to exist little or no damage, but the same was allowed, that it is of great importance that the certificate of the appraiser should be sent to the store-keepers as early as possible, instead of after a lapse of weeks, the prevailing rule." "Please notify the appraiser, so that this office can act on certain goods before they are removed from the warehouses."

Special Agent Brackett recommends that the damage examiner, John A. Sherer, before making a damage allowance, may be directed by the appraiser to notify the store-keepers instead of workmen, employes, and laborers, as his custom is.

The United States *damage* stencil plate should be of large size, and unless the stenciling is waived, by showing proper causes thereof, the stencil "damage" should be put on all packages on which damage allowance has been asked for and made by the examiner. "Please notify the appraiser."

The illegal artificial coloring of imported sugars with a view to evade the customs duties, whereby the Government was defrauded of many thousands of dollars, culminated in the so-called "Demerara case," tried at Baltimore, and other cases brought in the United States Supreme Court on appeal, and in which latter instance the Government lost its case. It is said that one of the United States judges stated from the bench that he never knew a case so poorly presented as was that of the Government in this instance, and that under different counsel the fraud might have been legally established.

As a result of the suits brought and the increased vigilance on the part of customs officers, the importation of artificially colored sugars was practically stopped, the importers not daring to run the risk of detection.

Special Agent Brackett to Deputy Collector N. W. Bartram.

NEW YORK, January 16, 1883.

DEAR SIR: Will you please inform me, by note, under what circumstances, if any, a broker is permitted to take from the files of the liquidating department in the custom-house papers received from the public store, representing the appraiser's report of damage.

On or about May 1, 1883, Col. Ira Ayer, jr., in conjunction with Dr. Edward Sherer, chief chemist United States laboratory, John A. Sherer, damage-sugar examiner, and Sugar Broker James Burt, made up the sugar sampling regulations (S. S. 5725).

About May 17, 1883, at the solicitation of Sugar Broker James Burt, the original draught of the regulations were returned by the Department at the request of Special Agent Ayer, and under the personal guidance, direction, and supervision of Sugar Broker James Burt, they were qualified, amended, and changed to suit his (Burt's) desires. Especially relating to paragraphs 33, 34, 35, and 36, referring to and apparently justifying the acceptance of the lower test, not varying more than three-tenths from the higher tests, as the basis for classification of sugars.

NEW YORK, *September 5, 1883.*

Hon. SECRETARY FOLGER:

SIR: * * * The existing familiarity between custom-house brokers and examiners who are, as already stated, the actual appraising officers, whose sworn duty compels them to protect the revenue derived from customs, is one of the most striking abuses that has come under my observation at the appraiser's store.

Of course, the various floors of this building can not be barred to these brokers, who are looking after the interests of the importers they represent, but no reason exists whatever why free intercourse should be permitted between the examiner proper and the brokers, nor why the latter should be allowed to enter the examiner's room while he is appraising the very merchandise which it is to the broker's interest to have passed at as low a figure as possible.

Relative to damage allowance, the entire system I regard with considerable suspicion; experience has demonstrated that a considerable part of the claims for allowance originate in the brain of a custom-house broker, who, owing to the facilities and privileges accorded him at the public store, and the familiar relations existing between himself and some of the damage examiners, is enabled to secure the co-operation of those examiners in obtaining unreasonable and illegal amounts of damage allowance even in cases where the damage is quite immaterial.

There is but seldom any conflict of opinion between this broker and the examiner, while usually the former is at variance with all other officers at the public store. The present system, re-established by Appraiser Ketchum, still leaves room for fraud.

C. N. BRACKETT,
Special Agent in Charge.

[Telegram.]

NEW YORK, *June 8, 1883.*

Hon. CHARLES J. FOLGER,

Secretary of the Treasury, Washington, D. C. :

SIR: I think the forty-eight-hour clause of sugar regulations (S. S. 5725), paragraph 50, should be suspended until everything is in good running order. If the Department concurs, please advise department here. I write to-day.

IRA AYER, JR.

Writing to the Department under same date, Special Agent Ayer says:

Chief Chemist Edward Sherer has examined the polarizing apparatus at the various ports and finds everything working well. John A. Sherer, chemist, returned from New Haven, where he went to establish a United States laboratory and to polarize the sugars then in port.

As showing the very satisfactory work (polarizing already done), I have to report that of two hundred samples already tested only forty-two required a third test and two a fourth test under the three-tenths variation rule. So far not a retest has been asked for, and so far as I have heard the Government tests on all classes of sugars are regarded by the trade as *very satisfactory*. * * * It is believed that even a third test will be unnecessary as soon as the force of chemists is properly schooled. Even now quite a percentage of the tests made are duplicates on the same (*i. e.*, 96.5-96.5 T. A. B.), while many vary but one-tenth or two-tenths only, enough, however, to make it plain that the system adopted is the only safe one to follow. * * * It is impossible to enforce paragraph 50, requiring the public posting of classifications of sugar at present, as the work is backward.

The effect of the suspension of paragraph 28 (S. S. 5725) will be to release the packages to the importers as soon as the samples have been secured in cases where desired by the importer.

Under date of February 6, 1884, Special Agent Ayer asks for sponges (their use having been inaugurated by him), red plugs, triers, and mallets.

Under date of February 12, 1884, he advises the Department to permit the establishment of telephone communication between the sugar-refinery district and the appraiser's store (sugar division). Approved by Special Agent Brackett.

Under date of November 23, 1883, Special Agent Ayer and Appraiser Ketchum recommend to the Department the restoration of paragraphs 28 and 50 (S. S. 5725), and the enforcement of the provisions of the same.

NEW YORK, *February 10, 1884.*

Hon. CHARLES J. FOLGER,
Secretary of the Treasury, etc. :

SIR: I respectfully invite the attention of the Department to the subject of my letter of November 23, 1883 (above). The regulations direct that the packages designated and places for sampling shall not be removed without the written consent of the collector until forty-eight hours after the statement of their classification has been publicly posted. In order to facilitate business, and from the fact that such consent would not properly be given without reference to the appraiser, whose report in each case would ordinarily control, I am of the opinion that the regulations should be changed so as to read "without the written consent of the appraiser" (instead of the collector's consent T. A. B.).

The regulation would still be in accord with Revised Statutes, section 2832; and further, that inasmuch as we now have telephone communication with all the sugar-examiners' districts on the Brooklyn wharves, speedy communication can always be had direct with the appraiser's office (sugar division, T. A. B.) whenever it may be found desirable to remove the sample packages, or any parts of the same, before the expiration of the forty-eight hours prescribed.

Upon verbal application made by the importer or his agent (broker) to the examiner in charge of any district, such officer could at once ascertain from the appraiser (sugar-room, T. A. B.) whether it was necessary to retain the packages (U. S. samples and resamples, T. A. B.) longer, and if not, they could be allowed to go.

It will be apparent that the object of this rule, which, for reasons given in my letter of June 8, 1883 (quoted on page 138 of this report, T. A. B.), was instructed to be only temporarily suspended, and was to have the sample packages accessible in case any question should arise as to the correctness of the original sample, and it was intended therefore to serve as an important check upon error and fraud in this branch of the service.

From recent developments I am more than ever impressed with the necessity of the enforcement of these regulations and with the modifications herein suggested. I am satisfied that it will meet with the hearty approval of every honest importer of sugar. I respectfully recommend, therefore, that by circular instructions the provisions of the paragraphs in question be again made operative, subject only to the modifications hereinbefore indicated.

While, as I understood, it was suspended only at this port, I believe the modification may properly apply to all the ports. The issuance of circular instructions at this time, in which the Department might in its discretion state that it was expected that the regulations as modified would be strictly carried out, would, in my judgment, redound greatly to the interests of the service. I can not too strongly urge the subject upon the Department's attention.

IRA AYER, JR.,
Special Agent.

(Indorsed by Appraiser Ketchum and Special Agent Brackett.)

Action on the above recommendation of Special Agent Ayer by the Department was as follows:

Copy.—H. B. J.]
COLLECTOR OF CUSTOMS,
New York :

WASHINGTON, D. C., *February 27, 1884.*

SIR: Article 28 of the circular of May 22, 1883 (S. S. 5725), concerning the sampling and classification of sugar and molasses, which was temporarily suspended by Department's instructions to you on the 9th and 10th of June last, is, in view of the recommendation of Special Agent Ayer and Appraiser Ketchum, revised and restored, but amended so as to read as follows: "Art. 28. In pursuance of the authority therein contained, it is directed that the packages designated and placed for sampling under these regulations *shall not be removed without the consent of the appraiser* until forty-eight hours after the statement of their classification has been publicly posted, as provided in paragraph 50 herein."

Sugar so removed may be seized and proceedings taken for forfeiture, as required by the section of law named. As thus amended, you will cause the requirements of such articles to be strictly enforced.

H. F. FRENCH,
Assistant Secretary.

*Special Agent Brackett's Annual Report to Secretary Coon.*NEW YORK, *September 23, 1884.*

SIR: The absence of any legal or departmental restrictions as to custom-house brokers emboldens them in the pursuance of questionable operations, at times requiring close scrutiny on the part of customs officers.

They should be licensed and placed under restrictions, in order that when found in questionable transactions their licenses may be revoked.

NEW YORK, *February 9, 1885.*

Special Agent Ayer, writing to the Department, says:

"I have to commend in high terms the professional services of Dr. Edward Sherer, chemist in charge of the United States sugar laboratory. It would be difficult to bring this branch of the service to a higher state of efficiency. The experts employed are a class of educated and intelligent young men of excellent character, who understand the expert work of polarization entirely. One hundred samples a day often are tested, with very few occasions for complaint from the trade."

NEW YORK, *March 6, 1885.*

Hon. HUGH McCULLOCH,
Secretary of the Treasury:

SIR: On the 31st of January, 1884, I explained to the Department the then existing practice relative to the use made of the additional sample provided by paragraph 33 of Department's circular, May 22, 1883.

When a test of the said sample was called for by the importer, reports show that if the additional sample so made is found lower than that of the original sample of the mark sent to the laboratory, it was adopted as the true test of the sugar, but if higher the test of the original sample was accepted as the true test. It was represented that the practice was so clearly wrong, that I called attention to it and directed its discontinuance, and further instructed that when application was made for test of the additional sample the test so taken must be accepted as the basis for the classification.

These instructions have since been enforced, the practical result being that very few tests of the additional sample have been requested by the importer, and that the sugar has generally been classified either on the test of the original sample, or a re-sample has been called for.

I may state here that until recently I was of the opinion that under this practice substantially correct results were reached, but, in view of quite serious complaints that have been made from time to time, I determined to test the accuracy of the results obtained as above described.

I accordingly requested Assistant Appraiser Hay to cause to be sent to the laboratory for test, at the same time as sending the original sample, the additional sample of the same mark, suitably lettered for identification. The object was to determine whether the one original sample sent to the laboratory could be relied upon in all cases as affording a correct test of the mark. It was believed that all the care practicable had been taken in the preparation of the original and the additional samples, as provided in the regulations.

I may add, that an examination was first made of the records to ascertain the extent of the variation between the tests of the original and additional samples as they had been treated prior to January, 1884.

It appeared that these samples (120 tests) were made with the following results: Classification changed, 25 per cent.; unchanged, 75 per cent.

Number of tests varying—

One-tenth	22
Two-tenths	23
Three-tenths	23
Four-tenths	10
Five-tenths	6

Number of tests varying—

Six-tenths	5
Seven-tenths	3
Eight-tenths	3
Twelve-tenths	1
Sixteen-tenths	1

It will be observed that the retest had been made after the three days elapsed subsequent to the test of the original * * *. Referring to my report of December 27, 1884, relative to the classification of sugar in cases of resamples, and the recommendations in that report, I beg to embody the same now, and suggest a modification of the regulations as indicated, * * * which will liberalize the action in certain

cases, permitting the exercise of judgment by the appraiser where it has heretofore apparently been restricted. Approved by Appraiser Ketchum (the exercise of judgment by the appraiser may properly be somewhat more enlarged than was contemplated by the original report.) Approved by the sugar trade, as this will do away with the necessity for resampling, so expensive, etc.

IRA AYER, Jr.

The Department approves the above recommendations as per S. S. 6859, dated April 15, 1885, and subsequently amended on Special Agent Ayer's request, as per S. S. 6911, dated May 9, 1885.

March 8, 1884.—Special Agent C. H. Gray forwards to the Department his report on the "Moorewood case;" relative to the cargoes of sugar by the *Amy Turner* and *B. F. Hunt*, imported by Moorewood & Co., New York. Joseph A. Dreyfous, broker.

In brief, the case was the improper classification of two cargoes of Iloilo sugar, lumped, not weighed and sampled mark by mark, average tests being taken as basis for classification, resulting in a loss to the revenue of some \$3,400. In the closing pages of Special Agent Gray's report may be found essential points in the case, but by Mr. Gray considered unimportant.

In a letter dated April 20, 1885, Special Agent Ayer objects to the reflections made upon him by Special Agent Gray, in his report above alluded to, in regard to the suppression of the forty-eight-hour clause in the regulations and of his treatment of certain facts deduced in the evidence obtained with case.

NEW YORK, May 25, 1885.

LEWIS McMULLEN, Esq.,
Appraiser, Port of New York:

SIR: In reply to your verbal inquiry I take pleasure in stating that I have known Assistant Appraiser Hay officially for the past seven or eight years in connection with sugars at this port, which have been under his charge during this time. He is a man of few words and of strict business methods; an officer of unimpeachable integrity, faithful and fearless in the discharge of his duties. So far as I am informed I believe he has the confidence of the best part of the sugar trade at this port.

In order that you may understand clearly the ground of my judgment relative to Mr. Hay I will state the following:

In 1879, by direction of the Treasury Department, I made a thorough investigation of the sugar service at the principal ports of the country, and found it in a most deplorable condition in every respect. The methods for treating sugars for duty varied at the several ports, and it was charged that one port (New York) had greatly the advantage of another, and that unscrupulous importers managed by improper influences and means to get in their sugars at lower rates of duties than others. The correctness of the sampling rested solely with the judgment and integrity of the sampling officers, whose compensation was small and who were the objects of constant suspicion.

There was no proper system or organization, and this branch of the service was a source of constant irritation and embarrassment both to the trade and to the customs officers.

Without dwelling further, I will state that the facts were duly presented to the Department in a full and detailed report, and, continuing my labors under its further instructions, I submitted a form of regulations for the government of the service looking to the correction of the evils referred to.

This form was adopted (S. S. 4386), dated January 9, 1880. The effect of these regulations was largely to improve the service and to build up a feeling of confidence with the trade. Defects were remedied principally through the action of Mr. Hay.

Under the present tariff act, approved March 3, 1883, new and more full regulations were required to meet the provisions of the law, and, acting again under Department's instructions, a form was prepared, submitted, and adopted (S. S. 5725) May 22, 1883. These regulations embraced all that past experience had shown was wanting in those of 1880. They have now been in operation about two years, and, with certain amendments prepared and adopted by the Department, are, it is believed, as nearly complete as it is possible to make them.

In all of these matters, from the beginning of these duties until now, I have been in frequent communication with Mr. Hay, and have had at all times the cordial co-operation and valuable assistance of himself and of the best officers of the sugar service at New York.

At all times his interest and zeal has been manifest, and the end has been kept steadily in view to bring the service as nearly as possible to a state of perfection.

In recent recommendations made by Mr. Hay and acted upon by the Department, he has rid the service of a number of men who have always stood in a position of antagonism to the reforms referred to, and whose retention has been prejudicial to the service.

I refer by name in this connection to Truman N. Tuttle, upon whose district occurred the grave irregularity in the taking of samples in the Moorewood cargoes, which caused a loss to the Government of between \$7,000 and \$8,000, and was clearly the result of negligence on his part.

Mr. Tuttle has been ambitious to be made assistant appraiser in place of Mr. Hay, and has for three years past, to my personal knowledge, been instrumental in stirring up a spirit of insubordination upon the wharves, his object being to break down the efforts that were being made to improve the service and to bring the administration of the sugar bureau into disrepute. Examiner Turpening was under the same influence and was also guilty of intoxication. Noyes, Doane, and other dismissed samplers were of the same class.

Mr. Hay endeavored to have Tuttle and others taken from the sugar division under the administration of Appraiser Ketchum, but without success.

Beyond question he has done right in embracing the first opportunity that presented itself to relieve the service and his division of these men. But he has gone farther, and has advanced to positions of responsibility those who have always been in warm sympathy with the measures before described and have done all in their power to carry them out.

I refer especially in this connection to Robert E. Bonne, whose personal and official character is above reproach. This officer has been instrumental, more than any other, in aiding to put in successful operation the new system.

He is just, honest, and untiring in the discharge of his duties.

On the recommendation of Mr. Hay, he has been recently designated by the Department as the examiner, to have general supervision of the sampling of sugars upon the wharves. Although not personally informed of Mr. Hay's proposed action in this respect, I am prepared to state that it is most judicious, and that it constitutes the one chief thing that was necessary to be done to secure a thorough and satisfactory administration of this branch of the service.

No doubt other minor changes will need to be made in order to get fully rid of the obstructing element and place the service upon a proper standard.

You intimate that certain general charges have been made against Mr. Hay. I am not at all surprised to know it. Indeed, it was intimated to me about the time of the removals above referred to that such charges would be made. They are made by the friends of the dismissed employes, men who have wanted and sought advantages in the classification of their sugars, which they can not get if the regulations are fairly and justly enforced.

I do not hesitate to say that these men, by their presence and methods upon the wharves in looking after their interests, have done much to debauch and demoralize this branch of the public service. Mr. Appraiser, if we may judge men by their records, Mr. Hay should remain at the head of the sugar division. No one understands so well its duties as he, and I believe no one can be found who has so fully the confidence of the trade for that position. He is worthy of your confidence. To lose him, with his experience and knowledge, and in view of the vast interests involved, I would regard it a loss to the public service.

I have only to express the hope that if any charges are filed against him, either with you or at the Department, that shall seem worthy of notice, he may have a full and fair opportunity to be heard; in such, even, I have no question as to the final result.

Very respectfully,

IRA AYER, JR.,
Special Agent in Charge.

NEW YORK, *January 22, 1885.*

To Hon. DANIEL MANNING,
Secretary of the Treasury, etc.:

SIR: Sugars above No. 13 D. S. are classified according to that standard and pay specific duty accordingly; all below No. 13, by polariscope I am satisfied that beet sugars above No. 13 D. S. are deteriorated in color, so as to pay duty by polarization, thus defrauding the revenue, and on June 23, 1885, the writer of the above, Special Agent Ayer, informed the Department relative to the changing of locks on the sample closets on the sugar-sampling districts; that some of the keys have disappeared, lost, and probably duplicated, and recommends the purchase of new locks, etc.

NEW YORK, August 22, 1885.

Special Agent Ayer to Sugar Examiner George Keyes, of Boston: In reference to the Boston complaints that New York passes sugar at lower rates of duty than Boston; that the New York service has just been reorganized, and that results will show in future greater uniformity in tests of sugar than in the past, and that the daily exchange of tests now in operation between the ports, asked for by Appraiser Rice, of Boston, will prove of benefit.

On September 7, 1885, Special Agent Ayer replies to a letter from Sugar Examiner Keyes, of Boston, of the 4th September, 1885, with test showing comparison of Iloilo sugars entered at Boston and New York, and attributes the higher tests in Boston to the difference in quartz plates one-half of a degree, found by Dr. Sherer to exist on his recent visit there. On this subject Dr. Sherer reported to the Department, but in reply to Mr. Keyes's letter Colonel Ayer makes no comment on the subject of quartz plates.

Special Agent Ira Ayer to Appraiser McMullen.

NEW YORK, October 1, 1885.

SIR: Beet sugars firsts, which test 95°, are from their nature above No. 13 D. S.; seconds and lower grades are claimed to be below that standard.

I have been informed by reliable sources that a London sugar-broker was recently in this country placing orders, and said that beet sugars were being artificially colored for the American market at 3d. to 4½d. per 100 pounds; that fully 50 per cent. of beets shipped to the United States are colored at the continental shipping ports by mixing caramel with the sugar.

From all statements, consular and otherwise, I think there can be no doubt of the fact of the coloration of beet sugar, and it seems altogether possible that these sugars may be colored for the United States market. More explicit information will be sought, and in the meantime it would seem eminently proper and desirable that the subject should receive the thought and constant attention of the appraiser.

The within information was given on the same date to the honorable Secretary of the Treasury, Mr. Manning, and Consul-General Waller at London was informed that brokers of Mincing Lane, London, were in the scheme of coloring sugars; that the consular agents were still at work; that secrecy was deemed advisable; that the trade should be warned; this might stop the unlawful importations.

Special Agent Ayer states that he was, from 1881 to 1885, at the appraiser's store, New York, assisting and directing in the appraising of sugars; that under Appraiser Ketchum undervaluations of sugars had been practiced.

Merchants complaining could get no satisfaction. Ketchum kept up his law practice all the time he was appraiser. The work of his office was done by his assistants. After Appraiser Ketchum was appointed, and before he had occupied his position, the feeling became generally prevalent among customs officers and in the trade that it was useless to attempt to obtain proper valuations of imported merchandise. It was generally believed that certain lawyers, influential at Washington, and near the appraiser, exercised strong control over that officer, a control and influence which could only be accounted for upon the hypothesis that there were interests personal, political, and financial that bound them together. It is impossible to prove these things because the whole business of undervaluations was carried on under the forms of law.

Evidence that should have satisfied an honest and faithful officer of the Government that goods were undervalued was, so to speak, ignored, while agents of the Department and reputable merchants, who complained that their business was being ruined by the system of undervaluations, were either coldly repelled or were subjected to open or covert indignities and slurs; that under Appraiser McMullen these things have changed, and that better service prevails and the importers are better satisfied, etc.

December 4, 1885.—Special Agent Ayer writes to Appraiser McMullen:

"SIR: I advise the purchase of a machine to mix sugars, to do away with the mixing by hand; to prevent the drying out of the samples, and thus get better results. The cost of the machine is \$50; drawings of the same are herewith submitted.

"IRA AYER, Jr.,
"Special Agent in Charge."

December 24, 1885.—Special Agent Ayer writes to Hon. Daniel Manning, Secretary of the Treasury, and recommends to the Department the purchase of the sugar-mixing machine. "Dr. Sherer, United States chemist, and J. A. Sherer, damage sugar

examiner, who have had large experience as sugar chemists in the trade and Government service, both approve the machine. As I have been transferred to the Pacific coast, I transmit the drawings of the machine for your guidance."

"IRA AYER, Jr.,
"Special Agent."

QUARTZ PLATES—THEIR RELATIONS TO APPRAISEMENTS OF IMPORTED SUGAR BY
MEANS OF POLARISCOPIC TESTS.

[Official investigation authorized under Department orders of December 18, 1886, and July 1, 1887, also by intermediate orders of the honorable Secretary of the Treasury. Examination at the United States appraiser's store, New York, commenced June 25, 1887.]

In performing my duty in making this investigation I have endeavored to do the work thoroughly, in order to be able to set forth the facts fully and explicitly, for it must be borne in mind that, by reason of the complex nature of the subjects involved, no superficial treatment of the matter would adequately permit the presentation and comprehension of the case. It has become therefore absolutely essential to make the elaborations herein submitted that proper deductions may be drawn.

August 28, 1880, the Department ordered Special Agent Ayer and Dr. Edward Sherer, chief chemist, New York, to visit Boston, Portland, and other ports where imported sugars were being entered and classified for duty by polariscopic tests, in order to note the correctness of the methods practiced, for it had been stated that at these ports sugars had been classified too high as compared with classifications made in New York; also they were to ascertain the reason for making "insufficient damage allowance" as alleged by the merchants at those ports. These officers made their examination and reported to the Department.

June 1, 1883, under the tariff act of March 3, 1883, the use of the polariscope was resumed, in the classification of imported sugars. On or about June 4, 1883, Dr. Sherer visited Boston and other ports and examined the polarizing apparatus then in use, and under date of June 8, 1883, Special Agent Ayer reports to the Department that Dr. Sherer found everything at those ports in good working order.

October 26, 1883, Appraiser Ketchum, at New York, instructed Dr. Sherer directing him to "make an examination of the polariscopes in use in the United States laboratory at that port."

This Dr. Sherer did and reported as follows (Exhibit A, relative to quartz plates, by means of which the accuracy of polariscopes is ascertained):

"The quartz plate in use in this office, furnished by Dr. Schreiber (manufacturer of the polariscopes here used), was certified by him to register 99.1° has been found by me to read exactly 99.1° on both of our instruments. These polariscopes are the same that were used in the classification of sugars under Department order of September 2, 1879, and previous to their purchase were carefully tested by Examiner Abbott and by Messrs. Sherer Bros. (public chemists), and found to be correct on the scale from 75° to 100° .

"One of these instruments (polariscopes) was tested during the past year by Dr. Cassamajor (chemist for Havemeyer & Elder refinery), and certified by him to be correct."

The sugar chemist at Philadelphia found, upon testing certain sugar solutions previously tested upon the New York instruments, that they were in accord with his instruments. A like agreement was found in tests made at Boston, Baltimore, and San Francisco; a series of tests was made in New York, upon which Dr. Sherer reports:

"The close agreement in these results is evidence of careful manipulation and reading. In conclusion, we are of opinion that, assuming the quartz plate valued 99.1° (furnished with the instrument by Dr. Schreiber, maker) to be correct, the instruments in use in this laboratory are and have been in correct adjustment, and may be fully relied upon."

EDWARD SHERER,
H. J. ABBOTT,
W. D. CRUMBIE,
United States Laboratory Employés.

Under authority from the Department to purchase additional supplies for the United States laboratory, New York, Dr. Sherer, on November 1, 1883, bought from Messrs. Richards & Co., 27 Whitehall street, New York, a quartz plate, and reported upon the correctness of its value, as will be found below.

Question having been raised in Boston, and by representatives of the sugar trade at that port, as to the correctness of the tests made of sugar for duty and as to the polariscopes and quartz plates in use in the United States laboratory at New York, an

investigation was made by Dr. Sherer, who reported to Appraiser Ketchum, under date of November 5, 1883:

(Exhibit B.) "We have the honor to report the following results of our examination as to the correctness of the quartz plate hitherto in use for the adjustment of the polariscopes in use here:

"Through Mr. John A. Sherer (damage sugar examiner) two additional quartz plates were obtained from Messrs. Richards & Co., and without knowing their values we tested them. On comparing our readings, the plates were found to correspond exactly with their marked values. Our readings were also confirmed by Dr. H. M. Baker, Mr. Wolff, and Mr. Landsmann (United States laboratory employés). Our readings of the quartz plate used for adjusting the instruments was found to accord with each of the three plates. (Values not given, but I opine they were 99.1, 99.4 and 96 degrees).

"The conclusion is therefore inevitable, that if the rotatory power of one of these plates is erroneously given, then all are erroneous and in the same degree.

"Deeming it of importance that the rotatory power of the quartz plates used for the adjustment of the polariscopes should be determined by exact optical measurement, independent of that guaranteed by Professor Scheibler, we have requested Dr. Gideon E. Moore to make such examination, and will report his results when obtained.

"Respectfully,

"EDWARD SHERER.

"H. J. ABBOTT.

"W. D. CRUMBIE."

Referring to one of the quartz plates, viz, the one to be tested by Dr. G. E. Moore, valued at 99.4°, Dr. Sherer says (Exhibit C): "The plate was one of three referred to in my report signed by myself and Mr. Abbott, dated November 5, 1883."

January 25, 1884, Dr. Sherer reported to Appraiser Ketchum (Exhibit D) transmitting the report of Dr. Gideon E. Moore on the 99.4° quartz plate, and signed by Dr. Sherer and Mr. Abbott.

NEW YORK, *January 23, 1884.*

DR. GIDEON E. MOORE,
Analytical and Consulting Chemist,
69 Liberty street, New York:

DEAR SIR: I have the honor to report that I have submitted to careful examination the standard quartz plate received from you with the following results:

Angular rotation for the sodium line $D=34^{\circ} 22' 5''$, equivalent to 34.375° . On the Scheibler saccharometer, 1 degree on the sugar scale for the mean yellow, say (j), corresponds to the angular rotation of the sodium light D. $0^{\circ}.3455$

The foregoing result therefore shows that the quartz plate in question would give in the Scheibler saccharometer an indication (reading) equivalent to can sugar 99.4 per cent., a result which does not differ from the value (99.4) marked on the plate to a greater extent than the mean error of observation incident to the method of examination employed.

I have therefore no hesitation in asserting the plate to be absolutely correct.

Very truly, yours,

GIDEON E. MOORE.

For making this examination Dr. Moore makes no charge. (See letter marked Exhibit C.)

During 1884 and 1885 complaints continued to be made against the low classification of sugars at New York, and of the polariscopic work done at that port.

On or about August 6, 1885, Dr. J. T. Leavy, chemist in charge of the sugar laboratory, Boston, sent to the appraiser at New York five samples of sugar for comparative tests.

August 12, 1885, Sugar Examiner George Keys, of Boston, wrote to the appraiser, New York, that imported sugars were being passed at lower rates of duty at New York than the same sugars were being classified at Boston; to which letter Special Agent Ira Ayer, jr., replied, under date of August 22, 1885, that, inasmuch as "the New York service had just been re-organized, that results will show in future greater uniformity in the tests of sugar than in the past."

In order to note why the differences in tests of sugars existed between New York and Boston, stimulated by the oft-repeated complaints of the merchants and customs officers at the latter port, Dr. Edward Sherer visited Boston a few days subsequent to the receipt of Examiner Keyes's letter above referred to, taking with him samples of sugar, and with Dr. Leavy attempted to verify each other's readings, previously made, upon which determinations variance had existed.

Up to this time, Dr. Leavy had been adjusting his polariscope with a quartz plate valued 99.2, the property of the Department, the correctness of its value having been

verified by the Boston public chemists employed by the local sugar trade. By using this quartz plate Dr. Sherer found Dr. Leavy's polariscope in correct adjustment, but by using a quartz plate he had brought with him from New York, which he (Sherer) said was a standard plate, which had been examined by Dr. G. E. Moore, and its value found by him to be correct, Dr. Sherer found that the polariscope of Dr. Leavy was four-tenths too high. The plate brought by Dr. Sherer was unmounted and no value marked upon it, but he said its correct value was 99.1; he carried it in his vest pocket. Dr. Leavy's instrument showed that the value of Dr. Sherer's 99.1 quartz plate was 99.4 to 99.5.

A thorough retest of the samples were then made in the dry substance by both chemists, resulting in exactly the determinations previously made, showing that the Boston tests were four-tenths higher than the New York tests, being exactly the difference between the value of the quartz plates, viz, four-tenths of 1 per cent.

Thus arose the question as to the proper value of the quartz plates in use in New York.

Dr. Sherer upon his return to New York reported to the Department that relative to the Boston complaints that "appraisements of sugar at New York were too low, that the difference in tests between the tests of sugar made at these ports arose from the varying standard quartz plates used," and recommended "that the Boston laboratory be furnished with a new standard plate."

This course was approved by the Department, and a new plate was sent to Boston.

September 4, 1885, Sugar Examiner George Keyes, of Boston, wrote to Special Examiner Ayer, in New York, relative to the ruling lower classification of sugars at New York, particularly referring to Iloilo sugars.

September 7, 1885, Special Agent Ayer replied to Mr. Keyes, attributing the higher tests in Boston on these sugars to the difference in quartz plates found to exist by Dr. Sherer on his recent visit to that city.

On or about September 23, 1885, Dr. Leary, United States chemist, Boston, received from Dr. Sherer a new quartz plate, as ordered by the Department, with marked value 99.1.1 in an American mounting. (As those plates are of German manufacture, the American mounting of the plate attracted attention.) Thereupon Dr. Leary at once tested the plate by means of a solution of (C. P.) chemically pure sugar, 100 per cent., and found that its value was not 99.1.2, as marked, but was 99.4 +, but that, inasmuch as he was just recovering from a few days' illness, he was of the opinion that he was simply making a low reading of the plate, whose value was 99.1.2, interpreted as $99\frac{1}{2}$; if so, his determination of its value by C. P. sugar was one-tenth low—i. e., 99.4 +.

I desire to say at this point that upon diligent search among the public chemists, both in Boston and New York, I fail to find one man who ever saw a quartz plate with its value designated as this 99.1.2 plate was. If the value as ascertained by the maker was 99 and between one-tenth and two-tenths, it would not be accepted by the dealer as an accurate plate.

Again, if the maker's value was $99\frac{1}{2}$, it would be marked 99.5 (i. e., $99\frac{5}{10}$). To mark the plate 99.1.2 was not misleading, but, as I am reliably informed, a gross inconsistency in the rules which govern the measurements of optical instruments. Therefore the marking of the 99.1.2 quartz plate savors of suspicion. Rightly or wrongly, the subjoined will show.

On or about September 23, Dr. Leary wrote to Dr. Sherer, informing him that the result of his valuation of the quartz plate sent him was 99.5, and also that he interpreted its marking as 99.5 (i. e., $99\frac{1}{2}$).

September 25 Dr. Sherer replied to Dr. Leary's communication, stating that the value of the quartz plate in question was $99\frac{1}{10}$ to $\frac{2}{10}$, and not $99\frac{1}{2}$ (i. e., 99.5).

It will be noticed that the four-tenths variation between the New York and the Boston tests on the samples of sugar in the dry substance, as above stated, is here maintained on the two quartz plates. First upon Dr. Sherer's own standard quartz plate, and secondly upon this new plate sent to Boston, under orders of the Department.

September 28, 1888, Dr. Sherer wrote to Dr. Leary, that by subtracting the previously-ascertained difference between his (Sherer's) standard plate and Dr. Leary's plate, viz, four-tenths of one per cent., the tests of the sugar and the value of the 99.1.2 quartz plate would correspond.

On September 30, 1885, Dr. Sherer wrote that the 99.1.2 plate had been compared by the United States laboratory chemists, Messrs. Abbott, Crumbie, Rigney, Landsmann, and Sherer (John A. Sherer), with those in use in the United States laboratory, New York, and they found the 99.1.2 quartz plate to be in agreement with his standard quartz plate, 99.1; also stating that this plate (his standard) had been sent to Dr. Grund, Messrs. Weichert and Rigney, public chemists, and to Dr. Cassamajor (chemist for Havemeyer & Elder Refinery), and compared by them in their polariscopes pre-

viously adjusted by C. P. sugar as well as by their quartz plates, and it was found by all of them to be correctly valued at 99.1.2 (*i. e.*, $99\frac{1}{10}$ to $99\frac{2}{10}$).

This calling for the opinions of public chemists was the result of Dr. Leary having adopted the same course; the Boston public chemist having certified to the correctness of the marked value of Dr. Leary's original quartz plate.

In his letter of 30th September, 1885, Dr. Sherer reiterates that the value of his standard plate 99.1 was correct, compared by the quartz plate examined and reported upon by Dr. G. E. Moore, giving its angle of rotation and accurate value in the sugar scale as determined by him.

A short time afterward Dr. Sherer wrote Dr. Leary, asking him to return to him (Sherer) the quartz plate in dispute, viz, 99.1.2, sending him another plate whose marked value 96° . Dr. Leary replied, returning the 96° plate last sent, asking to be permitted to retain the 99.1.2 plate. November 25, 1885, Dr. Sherer replied, stating that there was no objection to his retaining the 99.1.2 plate, providing he (Leary) valued it at 99.1.2, and not 99.5 (*i. e.*, $99\frac{1}{2}$.)

The following letter from Special Agent Ayer to Dr. G. E. Moore is apropos to the subject in hand:

NEW YORK, *December 4, 1885.*

Dr. G. E. MOORE,
69 *Liberty Street, New York:*

SIR: I learn from Dr. Edward Sherer that you have an instrument for testing the value of quartz plates. A question has arisen between Dr. Sherer and Mr. Leary, sugar expert at Boston, as to the true value of the quartz plate tested by you with this apparatus, the test of which was found to be in accord with the German test, 99.1.2. I will be greatly obliged if you will advise me as to the comparative merits of two methods of testing quartz plates, viz, the one by the instrument employed by you, the other by C. P. chemically pure sugar.

It is certainly desirable and necessary that an absolute standard, if possible, shall be established, which shall be recognized by the Government and maintained at all of the sugar-importing ports in the country in connection with the assessment of duties upon imported sugars.

Recognizing your entire familiarity with the whole subject and your high standing as a chemist, I shall regard it as a high personal favor if you will furnish me with your views upon the subject in such form that I shall be able to forward them with a report which I intend to make to the Department.

Respectfully,

IRA AYER, Jr.

NEW YORK, *December 16, 1885.*

Hon. DANIEL MANNING,
Secretary of the Treasury, Washington, D. C.:

SIR: I learn from Dr. Edward Sherer that early in September last he sent J. T. Leary, chemist, at Boston, a quartz plate, the value of which, as marked upon the mounting by the German manufacturer, was 99.1.2. Before sending this plate to Boston Dr. Sherer caused it to be compared with the standard, marked as of the same value, viz, 99.1.2, with which it was found to correspond.

It was also tested with three other plates in the United States laboratory of different values, upon four different instruments and by four of the most experienced sugar experts, including Dr. Sherer, the result of which was an entire correspondence throughout.

The standard above referred to has been carefully preserved and has been submitted to a very rigid test by Dr. Moore, and subjected by him to the German mode of measurement, viz, the angle of rotation, which I understand is the most exact test that has been devised. The same plate was afterward submitted to experienced and well known experts of the trade in this city, and was tested by our own experts in the laboratory. All of these tests verify the correctness of its marked value—99.12.

It appears, however, that Mr. Leary, on receipt of the plate in question, proceeded to test its value by a solution of C. P. sugar, and that the value so ascertained by him was 99.5, instead of 99.12, Mr. Leary holding that 99.5 was the true value of the plate.

Dr. Sherer thought best, in order to avoid the difference between them, to send him (Dr. Leary) another plate, testing the exact number of degrees. This plate last sent tested 96° . Mr. Leary, however, continued to use the first plate sent at its value, as he claims, 99.5, ascertained, as before stated, by C. P. sugar. The result is that

the tests of sugar at Boston are about four-tenths of a degree, or nearly one-half per cent. higher, than on the same tests of the same sugar at New York.

From the foregoing it will be seen that the subject is very important, and in order to present it to the Department I on the 4th instant addressed a letter to Dr. Moore (page 104), requesting him to advise me relative to the comparative merits of the two methods of testing the quartz plates, viz, the one by the instrument employed by him and the other by C. P. sugar. His reply will be found herewith, Exhibit A.

By a perusal of his letter it will be seen that his answer is full and clear, leading conclusively to the opinion given by him that the measurement of the angular rotation of the plates in monochromatic light should receive the preference for the purpose stated.

It is certainly necessary, in order that uniform and equitable results that are absolutely standard should be had if possible, and established and recognized as such by the Department and maintained at all of the sugar importing ports in the country in connection with the polarization of imported sugars.

Dr. Moore's perfect familiarity with the whole subject of sugar chemistry gives to his views unusual interest and value, and I think the Department will agree with the statement contained in the final clause of his letter, that the selection of the standard by which the work of the Government laboratory is to be conducted is a matter of the highest importance. * * *

In conclusion, I respectfully commend the whole subject to the careful consideration of the Department. The fact that at the two largest importing ports of the country importers of sugar are being treated differently by the Government, giving to the importers at one of these ports an advantage of from four-tenths to one-half per cent. over those of the other port, would seem to constitute a sufficient reason for prompt and decisive action.

I would respectfully recommend that the Department confer with Dr. Moore directly, and conclude a plan by which through him the true value of the quartz plates used in the polarization of sugar at the several sugar importing ports shall be determined.

I have had no conference with him whatever, either directly or indirectly, and no communication from him upon the subject, except the inclosed letter.

If Dr. Moore would undertake to make these tests of the various quartz plates for a reasonable charge, and the Department should think proper to adopt the results or his determinations as the true standard of values of the quartz plates in use, so instructing the appraising officers, the whole difficulty would, I believe, be overcome.

Respectfully,

IRA AYER, Jr.

Dr. Sherer having stated in his letter of December 30, 1885 (above quoted), that he had submitted his standard quartz plate, 99.1, to various public chemists, I sought these gentlemen, also Dr. Moore, and obtained their views, here appended.

William J. Rigney, chemist, said :

"I remember the controversy of the quartz plate ; some one charged that United States chemist's (Dr. Sherer's) quartz plate was not a proper one ; that is by it he made his tests read too low. In order to determine its value he sent it to Dr. G. E. Moore, who tested it, and as his relations with Dr. Sherer were particularly intimate his (Dr. Moore's) results sustained the value he had put upon the plate. But this does not prove anything, for if the standard was valued correctly the reading of the scale of the instruments can be easily lowered by deducting for supposed allowance, etc. This would be an intentional wrong. I don't say that this has been the case. I do not know the angle or the ray used by Dr. Moore, when he tested Dr. Sherer's standard quartz plate, but the accuracy of the standard is no security for the results of the tests, only when some one contests the accuracy of the reading of the polariscope.

"It is the dropping of the degree and the fractions of the degree which tells the story and makes low tests."

Dr. Gideon E. Moore said :

"If the correctness of the polariscope is ascertained by means of a faulty or inaccurate quartz plate, then all determinations made upon that instrument are erroneous.

"I recall a quartz plate in use at the United States laboratory, called a standard quartz plate, which was submitted to me for test by Dr. Sherer, over which there was a dispute as to the correctness of its market value. I found, by using the proper instrument, that the ray was yellow, the angle I can not recall, but that its marked value was correct. I also tested the plate by 100 per cent. pure sugar, made by Dr. Cassamajor, chemist for Havemeyer & Elder, and I found the value of the plate by this means also. I have some of that sugar now." (Dr. Moore gives me a sample.)

"Dr. Cassamajor has also supplied the Government chemist with some of the same to see if his plates are correct.

"Usually quartz plates can not vary, the makers being careful to stamp upon the mountings their exact value. Skilled chemists can make their readings in tests conform to within from one-tenth to three-tenths of a degree.

"When the correctness of a quartz plate is questioned, I measure the thickness of the plate. The color usually employed is sodium or yellow. I find by the polarizer (not saccharometer) the rotatory power of the plate, and see if it conforms to the degree marked on the mounting of the plate. It seems to me very singular that as quartz plates are used to determine the correctness of the instruments, yet a properly authorized standard plate has never been ordered by the Government.

"I believe there was a disputed quartz plate, the controversy being between the chemists of New York and Boston, resulting in my determining the value of the quartz plate above alluded to. It was said the Boston tests were higher than those made in New York, Dr. Sherer holding that the quartz plate in question was correct. This, my determination, was verified by using the 100 per cent. pure sugar, of which you have a sample.

"I think I also used this instrument (pointing to one in a glass case) to see the angle and the yellow ray. I would not condemn the use of the polariscope because there is no official quartz plate standard, though by reason of the lack of one doubts can easily arise, though the operator's honesty is brought out.

"In the absence of a certified quartz plate the chemist can use the 100 per cent. pure sugar and test his instruments and plate, then make deductions for allowance. If a scientific commission, which is needed, should be appointed, its duty should be to decide upon methods to be used in the adjustment of polariscopes in use in the Government laboratories.

"Solutions of sugar in the tubes should be as clear as possible; dark, strong colors tend to lower the test and interfere with the polarized light."

Relative to the statements of Dr. Moore, I desire to call particular attention to the fact as stated by him in the preceding page (195), that he verified the correctness of the quartz plate submitted to him by Dr. Sherer, by means of 100 per cent. pure sugar, while he was only able to say he thought he used the instrument he pointed out to me for making such determinations. Upon being closely questioned by me upon this point he could not assure me positively that he used said instrument, but he was positive he used the 100 per cent. pure sugar.

These statements, viewed in the light of his certificate giving the "angle and ray" and value of the quartz plate as "99.4" (quoted on pages — and — of this report), together with facts presented in this connection further on, throws much doubt upon the allegation that Dr. Moore tested the quartz plate by any other means than "C. P." sugar, for his certificate is found to be incorrect and his deductions highly erroneous.

Dr. A. Grund, public chemist, said:

"There are no standard quartz plates; those marked by the maker are supposed to be correct. I always test my instrument by means of C. P. sugar, 100 per cent. pure, as well as by the quartz plate.

"26.048 grams of sugar dissolved in 100^{cc} of distilled water must show 100° on the scale of the polariscope. It would be very serviceable to have a strictly standard quartz plate.

"I do not remember having ever tested a quartz plate on which a dispute as to correctness of value had existed between Government chemists.

"In using a quartz plate it is essential that the mounting of the plate (tube) shall be turned round and round in the instrument, for if the plate happens to have been ground unevenly, one position of the plate may indicate a lower or a higher reading of its value.

"Polariscopes must be corrected at least twice a day in order to secure accurate readings. Cold weather influences the quartz plate, or rather the polariscope.

"The plate I use is correct to the fraction. I have verified it by C. P. sugar, and also each degree on the scale of my polariscope. One drop of water too much in a sugar solution would lower the test of the sample."

The manager of the firm of A. Weichert & Co., public chemists, said:

"We correct the polariscope with a quartz plate twice a day. The correctness of the market value of the quartz plate we determine by sending it to brother chemists to read in their instruments; in this way we obtain corroboration of the value. Should the plate be ground unevenly, different readings would result, high or low, as the case might be. The position of the plate that gives accurate results we mark by a small plug on the mounting, so that each time the plate is used it will be put into the polariscope in exactly the right position, otherwise readings would vary.

"We do not depend upon C. P. sugar, although Dr. Cassamajor has made some, which he has furnished the United States chemists with, and we have some of it also. C. P. sugar is subject to atmospheric influences, and is unreliable; quartz plates correctly marked are reliable.

"A standard quartz plate would be particularly desirable; other chemists send us their plates to test for them.

"The polariscope, in the hands of a trained chemist, is the best instrument known whereby to test sugar.

"One grain of animal bone-black used for clarifying sugar solutions lowers the reading one-tenth of 1 per cent on the sugar scale."

H. H. Harnish, public chemist, said:

"I never use a quartz plate to test the correctness of my polariscope, because I have no guaranty that the quartz plate is valued correctly.

"I make chemically pure sugar, and test it by that (sample given me). As I make it myself, I know it is 100 per cent. pure; this made in solution will test 100° on my instrument. Now, if I only test my polariscope at 100° I know that 100 on my scale is correct; but I go further, and by using the proper proportionate part of 26.048 grams in 100^{cc} of distilled water, to give me each degree on my polariscopic scale, I thus verify every degree from 50° to 100° ; then I know my instrument is in perfectly correct adjustment. I often test quartz plates in my instrument for brother chemists. There is, I understand, an instrument for testing quartz plates, but I have never seen it. I do not remember a quartz plate for the Government chemist valued 99.1.2. I think I heard of a quartz plate in dispute between the Government chemists as to its correct value. I don't know how it was settled.

"I use ivory bone-black to clarify sugar solutions, but make allowance for the bone-black I use."

During the period of time in which the value of the quartz plate sent to Dr. J. T. Leary was in dispute as to its correct value, the latter officer testified before me that he refrained from using the 99.1.2 quartz plate, using instead his original plate, which he called his standard. In order to ascertain the correct value of the disputed quartz plate Dr. Leary states, he applied to Alvah Clark, the noted manufacturer of telescopes, Cambridge, Mass., Professor Pickering, Howard University, and to professors at the Massachusetts Institute of Technology to test the plate. The two first-named declined on account of press of work, but Prof. Clement W. Andrews, of the latter institution, finally undertook the work. In the meantime, however, Dr. Leary wrote to Dr. Gideon E. Moore, who had tested the plates for Dr. Sherer, and asked him if he (Moore) would test the plate.

Dr. Moore replied that, "if a doubt existed as to its value, discard it and import another," but adding that he would test the plate for \$20.

Dr. Leary then made a solution of C. P. sugar and again tested the plate, making the value this time as 99.1, and when he returned the 96° quartz plate to Dr. Sherer he informed that officer that his last reading of the disputed plate was 99.1 or $\frac{2}{10}$; he at the same time notified the Department to this effect under date of December 30, 1885, his letter being in reply to an order from the Department inquiring as to his "methods of testing quartz plates, etc."

Still dissatisfied with his determination of the value of the disputed plate by means of C. P. sugar, Dr. Leary states that he was satisfied that only by the measurement of the angle of rotation of the plate could the exact value be ascertained, and while the doubt as to its value existed he refrained from using the plate, utilizing his standard plate of value 99.2.

It was then that Dr. Leary submitted the disputed plate to Prof. Clement W. Andrews, who tested it with the following results:

MASSACHUSETTS INSTITUTE OF TECHNOLOGY,
BOSTON, *December 1, 1886.*

SIR: I have examined the quartz plate left by you with me and find that it causes a rotation of $30^{\circ} 22'$ for sodium light. This determination is the mean of sixteen sets of six readings each.

The plate was read in four parts; then reversed and read in the same places, each reading being made from 0 to 180. The instrument used was one of Laurent's large polariscopes. The value of the plate thus found was 99.47° .

CLEMENT W. ANDREWS, A. M.

Thus was confirmed the value of the plate originally ascertained by Dr. Leary, which Dr. Sherer claims was four-tenths too high.

Referring to the certificate of test of the quartz plate made by Dr. Gideon E. Moore (see pages 98 and 99 and original Exhibit D), it appears that Dr. Moore says " $34^{\circ} 22' 5''$ is equivalent to 34.375." I find that this deduction is incorrect, and that $34^{\circ} 22' 5''$ is equivalent to 34.368, clearly showing the error in Dr. Moore's "certificate" which vitiates its conclusion.

In compliance with my request, made to the Department June 15, 1887, the appraiser at New York was instructed to forward the standard quartz plate in use at the United States laboratory, New York, valued 99.1, to Prof. A. W. Wright, Yale College. This was accordingly done (see letter of Dr. Sherer, Exhibit F). In this letter Dr. Sherer states that the 99.1 quartz plate was "not the standard in use at the

laboratory for adjusting polariscopes, but was one of two, both of which are used for that purpose."

In Dr. Sherer's letter of July 22, 1887 (Exhibit G), he says:

"The standard plate, the value of which was certified by Dr. G. E. Moore, has been since its purchase in one of the drawers of my desk. It has never been used in adjusting the polariscope in the United States laboratory; that the instrument used by Mr. Abbott (United States polariscopist, New York), has been more fully and frequently adjusted by this means" (C. P. sugar) "than the other three instruments in use, and an absolute agreement has resulted from the two methods" (quartz plates and C. P. sugar); that "the 99.4 standard quartz plate was bought unmounted. I am not in possession of the original label from the seller, indicating its value. The term standard as applied to quartz plates means normal."

During my investigation at the appraiser's store I called for the 99.4 quartz plate, and after much difficulty obtained it and its mounting, each separately transmitted to me (for facts relative thereto see Exhibit H).

In order to test the accuracy of the determinations of the value this 99.4 quartz plate, certified as correct by Dr. G. E. Moore and indicated by Dr. Sherer as his standard, I transmitted the plate in question to Prof. Clement W. Andrews, Massachusetts Institute of Technology, on July 21, 1887.

Professor Andrews, under date of July 27, 1887 (see Exhibit K), said: "The plate" (no value given), "gives, in different positions, readings varying by at least half a degree. It is therefore of no value as a standard.

"The maximum and minimum values are grouped symmetrically around two diameters of the plate, at right angles to each other or nearly so. On these diameters it is very easy to read the plate accurately, but off of them accurate readings are not possible. * * * The best values given for the rotation vary from 34.534° to 34.611° . The corresponding per cent. of 26.048 grams, shown by the plate in question, would vary from 99.78 to 99.53.

"CLEMENT W. ANDREWS, A. M."

In his letter of transmittal, under same date (Exhibit H, annexed to Exhibit K), Professor Andrews says:

"The readings vary by a considerable amount and the plate is therefore worthless as a standard. It is of varying thickness. * * * Separate positions gave readings varying from 34.370° to 34.508° . The values obtained varied from 34.1° to 34.65° , with a mean of 34.42° .

"The probable cause of the trouble with the plate is that it is not cut strictly perpendicular to the axis, etc.

"C. W. ANDREWS, A. M."

The quartz plate in question and its mounting is herewith transmitted with this report, in package M.

During my examination of the sugar experts of the sugar division, United States appraiser's store, and assisted by Special Agent H. A. Moore, under Department's orders, the following excerpts from the sworn testimony relating to quartz plates is elucidated and herewith submitted in its proper connection:

Dr. Edward Sherer, chemist in charge, said (Exhibit 104), in reply to my question as to whether the quartz plates he had obtained for use in the United States laboratory were standard quartz plates, that "standard means normal, the name given them by the Germans, and as applied to quartz plates did not mean as standard as among quartz plates."

Examiner H. J. Abbott, polariscopist (Exhibit 124), said he bought his Scheibler polariscope in 1879 and at that time tested its scale from 50 to 100 with C. P. sugar; that he daily reads his quartz plate in his instrument to see that it was correct and to test his eye.

"We have in our laboratory two quartz plates 96° and 99.1.2. My instrument is to-day four-tenths *too low*, so that I add four-tenths to every reading of a test to-day.

"One of these quartz plates, the 99.1.2, was tested by Dr. Moore, by means unknown to me, and the correctness of its value certified by him, as I have heard, though I have never seen his certificate. I understood Dr. Sherer to say he had the certificate. I have never seen any mark which indicated the value of this 99.1.2 quartz plate, except on a piece of paper pasted upon the tube by Dr. Sherer, I think.

"The reason my instrument is four-tenths too low to-day is because some one had evidently been tampering with it after I left the office yesterday."

Robert Rigney, polariscopist (Exhibit 107), says: "There are only two standard quartz plates in the laboratory belonging to the United States; they read 99.1° and 96° . Dr. Sherer has stated to me that the value of his 99.1 plate was correct. I think he told me that it had been tested by Dr. G. E. Moore. I never heard of a certificate having been given by Dr. Moore as to the correctness of the 99.1 quartz plate. The tube which usually carries the 99.1 plate is labeled 99.1, so marked by Examiner Abbott.

"Dr. Sherer has told me that I examined the quartz plate that had been sent to Boston, but I have no recollection of it.

"From my experience as a chemist, I will freely state that I do not consider C. P. sugar as reliable as a quartz plate when testing my polariscope."

G. Landsmann, polariscopist (Exhibit 110), says:

"I occasionally test my polariscope with C. P. sugar. As a rule, it does not vary. I use the 96° quartz plate. There is another in the laboratory marked 99.1°. These are all the quartz plates we have in the laboratory. I have heard that the 99.1° quartz plate is not now in the laboratory. Examiner Abbott and I generally read our polariscopes together. I consider the use of C. P. sugar a correct method in ascertaining the value of a quartz plate.

"It is my custom every second or third day to use the 96° standard quartz plate, to see if my polariscope is in proper adjustment. My instrument very seldom changes."

Theodore G. Morse, polariscopist (Exhibit CC), said:

"In adjusting my polariscope I have used a quartz plate marked 96°. I have seen another marked 99.1°, though I have never used it; this is the one generally used by Mr. Abbott. Dr. Sherer generally uses the 96°, but he sometimes uses the 99.1°. I have never seen any other plate used in the laboratory than these two mentioned, to the best of my recollection."

July 20, 1887.—Mr. Morse, continuing his testimony, says:

"Yesterday, while on duty in the laboratory, and when your (Mr. Byrne's) request was made known by the messenger for the 99.4° quartz plate, Examiner Abbott being in charge (Dr. Sherer absent), inquiry was made as to where the said 99.4° quartz plate was, and one examiner said: 'Smiley (referring to one of the sugar mixers), why don't you get it?' Smiley replied: 'I haven't got it.' In a few minutes the messenger said: 'Shall I go down and report that they (referring to Special Agent Moore and myself), can not have it.' Some one spoke up and said, 'Well, hold on; we will get it;' and it was produced and handed to Messenger P. Doonan. I have particularly noticed Examiner Landsmann taking some part of his polariscope out at the close of the day's business, which is not only unusual, but has never happened before to my knowledge; the presumption being that in case the laboratory might be visited by yourself that you would be powerless to use or read his polariscope. Further than this, the quartz plates have always heretofore remained on the polariscope stands; but last night the quartz plates were removed, and, to the best of my knowledge, were deposited with the appraiser, McMullen."

Samuel F. Ball, sampler, acting polariscopist (Exhibit 122 and DD), said:

"I generally use Dr. Sherer's polariscope when testing sugars for duty. We have no other quartz plates than those marked 96° and 99.1°. Another marked 99.1.2°, is, I believe, now in Boston, but I do not know that it came from this laboratory.

"I can not tell which of the plates, 96° or 99.1°, is the standard, as I use either. I have heard it stated by Dr. Sherer that the 99.1.2° plate is marked correctly; he so informed me."

Alfred Flowers, sampler, acting polariscopist, and clerk of the laboratory (Exhibit 115), said:

"About the time Dr. G. E. Moore tested the 99.4° quartz plate I saw it in its mounting in the laboratory; since then I have not seen it till the 16th instant. I have examined the edges of the tube, its mounting, and find that it shows signs of having been in daily use, presumably, for two or three years; this use has not been in the United States laboratory."

William D. Crumbie, chemist occasionally in sugar (Exhibit 120), states:

"Dr. Sherer furnished me with a quartz plate to use in connection with testing sugars at New Haven, Conn.; I use it there. I think there is a quartz plate here marked 99.1°, not actually mounted, in a short tube, only a temporary mounting; its value is marked on a slip of paper pasted in the tube 0."

Mr. Crumbie, in a statement made to me December 26, 1886, said he remembered the disputed quartz plate, viz, 99.1.2°; it was not mounted till after a controversy arose as to its value; that it had been tested by one or two public chemists, who verified its marked value; that there was no other standard quartz plate in the United States laboratory; that a certain New York chemist (Dr. Cassamajor) furnished Dr. Sherer with 100 per cent. C. P. sugar to test his polariscopes and verify his quartz plates.

Edward J. Chapman, messenger and acting polariscopist (Exhibit 121), says:

"I don't know how to use a quartz plate, or how to adjust a polariscope; it is adjusted for me by Dr. Sherer."

I very much regret my inability to properly conclude the matter of quartz plates, on account of the non-receipt of the report of the president of the National Academy of Sciences, giving the results of the examination of the quartz plates in use at New York, Boston, and Philadelphia, made by Professor Wright, of Yale College. I have several times written to the Department respectfully requesting transmission to me

of a copy of said report; as a result, this section of my report is necessarily incomplete through no fault of mine, however.

ERRORS IN THE SUPERVISING SPECIAL AGENT'S REPORT AS TO AVERAGE DUTY PER POUND PAID ON SUGARS AT NEW YORK, JUNE, 1886.

While complaints from the customs officers and merchants of Boston were being made, repeated, and reiterated against the low rates of appraisements of sugars imported at New York and Philadelphia during 1885 and 1886, the supervising agent of the Treasury, L. G. Martin, issued his annual report, June, 1886, to the Secretary of the Treasury.

In this report appeared a very carefully prepared and elaborate compilation of sugar statistics, and with other data, setting forth the rate of duty paid per pound on sugars entered at the ports of New York, Boston, and Philadelphia with other ports of the country.

In this tabulation it was shown that the average rate of duty paid per pound at New York was .02034; Philadelphia, .02005; and at Boston, .02009; thus crediting New York with paying a higher rate than that assessed at Boston.

It thus appeared to the Department that this report proved the claims of Boston officers and merchants, that they were paying higher rates of duty than New York, were erroneous. With much assurance and no little annoyance, this report was flaunted in the faces of the complainant officers and merchants when they repeated their oft-told complaint.

On or about December 28, 1886, when at the Department, the then supervising special agent, Mr. Martin, handed me one of his reports, remarking that in it I would probably find all the statistics I would require. Upon examining the report, I was struck by errors which I found, and at a subsequent date so informed the honorable Secretary of the Treasury. I also pointed out the errors in said report to President Cleveland during my private interview with him February 16, 1887.

The errors referred to were in the gross duties paid on sugars at New York, and the average duty per pound credited to that port.

On April 4, 1887, Supervising Special Agent Martin wrote me to this effect:

"On page 19 of my last annual report the duties on sugar imported at New York should be stated at \$34,169,054.74 instead of \$35,168,551.74 (a difference against New York of \$999,497;) and the average duty per pound as .019762, instead of .02034; these are the only corrections made in the sugar statement published in my report.

"L. G. MARTIN."

By comparing the average duty per pound paid at Boston.....	.02009
With the correct average duty per pound paid at New York.....	.01976

We find a difference in average duty in favor of Boston.....	.00033
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thus demonstrating from the corrected report the truth of the statements made at Boston, that less duties were assessed on sugars per pound at New York. The excess of the rate of duty credited to Boston upon the gross pounds imported at New York would, if considered in classification, increase the revenue by \$1,127,578.80.

CUSTOMS APPRAISING OFFICERS AT NEW YORK ENGAGED IN OUTSIDE BUSINESS IN VIOLATION OF LAW.

(United States chemist in charge United States laboratory, Edward Sherer; United States damage-sugar examiner, John A. Sherer. Sherer Bros., public-sugar chemists, 122 Front street, New York; John A. and Edward Sherer, Sherer Bros., manufacturers bronze powder, 68 North First street, Brooklyn.)

Section 2 of article 149 of the Customs Regulations of 1884 provides: "Officers and employes at the appraiser's department at New York are not permitted to engage in any commercial or mercantile business, either as principals or agents." Rev. Stats. 2941.)

The charge has been made that Edward Sherer, chemist in charge of the United States laboratory, and John A. Sherer, damage-sugar examiner, both at New York, have been and are still engaged in sugar analytical work as public chemists in New York, doing business under the firm name of "Sherer Bros.," 122 Front street, where their laboratory is located.

That they test imported sugar for the trade generally, while at the same time they perform their duties as customs employes; also that United States samples of sugar have been tested at the laboratory of Sherer Bros. contrary to regulations, unless specially permitted by the collector of the port; also that United States laboratory employes do work at the said Sherer Bros.' laboratory on private sugars in violation of law.

Edward Sherer is also Turkish consul at New York, and that the duties of his consulate interfere with his official duties as an officer of customs.

Further, said Edward and John A. Sherer have been engaged in the manufacture and sale of bronze powder, having run a factory for that purpose in Brooklyn, N. Y.

Whether or not these charges are maintained will be seen from the facts in the sworn evidence taken by me in this investigation. All of which are respectfully submitted.

Excerpts from the statements made to me and from the sworn testimony are here given.

Mr. Nevers, manager of the sugar firm of Skiddy & Minford, 110 Wall street, New York, said :

"Messrs. Sherer Bros., 122 Front street, this city, test sugars for the trade. I do not know whether the Sherers as Government officers do any United States sugar work there."

A member of the sugar firm of J. H. Howell's Son & Co., 119 Wall street, said :

"Sherer Bros. test sugars for our firm and have done so for a long time; their work is satisfactorily done."

Joseph A. Dreyfous, sugar broker, whose office is in the same building with the laboratory of Sherer Bros., said :

"Sherer bros. sometimes test sugars for me, as they do for the trade generally; I sometimes hand my damaged-sugar samples to Mr. John A. Sherer, damage examiner of their office, to learn what damage he will allow."

Public Chemist William J. Rigney, 109 Wall street, said to me December 6, 1886 :

"About two years ago (1884) I was connected with the sugar chemist firm of Sherer Bros., doing business and testing sugars for the trade at 122 Front street, but I left them and engaged in business for myself here. The laboratory of the Sherer Bros. is in the center of the sugar district of this city. Edward Sherer, chemist in charge of the United States laboratory, is the head of the firm, though John A. Sherer, the United States damage-sugar examiner, also a member of this firm, is a skilled chemist."

"Of course, as Government officers, they have prestige, and their determinations have on this account a surface value appreciated by the trade. Sugar work is their specialty. John Sherer told me the other day that they were thinking of closing up the place, or let a relative of his named Burton Keese run it. The latter is not a chemist; either John or Edward Sherer do the testing by polariscope; their certificates of tests are usually secured in cases where certain public chemists' tests are unsatisfactory to buyers and sellers."

"John Sherer is well thought of by the sugar trade as United States damage examiner and member of the firm of Sherer Bros. He is much sought after, and in questions of damage allowance merchants send him their damage samples for his firm to test before making application to the collector for damage allowance; so that his firm pass upon sugars as public chemists, which he, as damage examiner, is to appraise as a Government officer."

On December 7, 1886, Dr. G. E. Moore, chemist, 69 Liberty street, said :

"The Sherer Bros. are fine chemists. I believe that a young man named Burton Keese is the chemist of the firm of Sherer Bros., and I think he is the proprietor of the business."

Dr. H. Lossing, editor of the American Analyst, 174 Broadway, New York, said :

"I published in my paper October 15, 1886, under the caption of 'Tricks in the sugar trade: "We are informed that buyers of sugar in this market seem to employ as chemists men more or less connected with public offices."'"

December 8, 1886, Dr. A. Grund, public chemist, 132 Front street, said :

"Of the prominent sugar chemists in this city, Sherer Bros. rank high. Edward Sherer, the Government chemist, and John A. Sherer, the United States damage examiner, comprise the firm. The latter is at their laboratory most often during the day. The former, after hours at the United States laboratory, just opposite here and does testing for the trade. They keep this laboratory down town going, so as to have a business to fall back upon should anything happen to cause them to lose their Government positions."

"A young man, a relation, Burton Keese by name, is in charge during the day; he arranges and prepares the sugar solutions, but the Sherers do the testing. Burton Keese is not a chemist. The signature of Sherer Bros. affixed to the test is the thing valuable commercially."

December 10, 1886, a representative of the public chemist firm of A. Weichert, 101 Wall street, said :

"Sherer Bros. are public chemists as well as Government officers."

W. H. Harnish, public sugar chemist, 113 Water street, said to me December 12, 1886 :

"I want to say just here, I think it very wrong, unfair, and according to my mind contrary to law, for the Government chemist to keep a public chemical laboratory

and do work for the sugar trade; this they do and have been doing since they became Government officers.

"You visit this laboratory at 122 Front street and ask for Mr. Sherer; the reply you get is, 'Oh, he is out just now, but expect him in soon.' If you leave your samples, you will receive a certificate signed Sherer Bros. A young man is there to wait on you; he is not a chemist.

"Sherer Bros. do a good business. Certificates of polarization signed by them are accepted by the trade as their work; the latter know that they are in the business, and there are other covert reasons why the trade have Sherer Bros. test their sugars. Just what they are you must obtain from another source. It is not to be supposed they would keep a large laboratory running for years if they did not make money. It is very strange that no one has made complaint to the customs authorities."

From other commercial sources the following was elicited. From the commercial reports made by Bradstreet's Commercial Agency, April 25, 1883, I obtained the following data:

"This firm succeeded Baumgarten & Sherer December 2, 1876. In January, 1880, John A. Sherer withdrew for a time, and the firm name "Sherer Bros." was used by Edward. In May, 1880, Edward Sherer and Dr. Gideon E. Moore made up a partnership under the firm name of Sherer Bros. In May, 1882, Dr. G. E. Moore withdrew, and William J. Rigney became a partner, since which time the firm has been as above. John A. Sherer was a merchant in Norfolk, Va., and joined his brother Edward in 1876. Edward is the Government expert on polarization of sugars; the chemist of the firm is now William J. Rigney. The firm is pronounced honorable and capable, and in their profession stand high; they require no credit, as their work is to analyze sugars for importers and refiners. Edward Sherer holds the position of Turkish consul, dated April 25, 1883."

Later report, August 13, 1886.—Sherer Bros., Edward and John A., and William J. Rigney, analytical chemists, 122 Front street, New York: There appears no special change since previous report; at the office of the firm all information of the firm and means declined; said to ask no credit, not having any transactions bringing their responsibility into question, their business being entirely professional. The firm started ten years ago; they have a laboratory for the analysis of sugars and their reputation is every way high; we get no estimate as to means.

At my request Messrs. Bradstreet & Co. sent one of their reporters—Mr. J. H. Edie—to make further inquiries relating to the above-named firm—Sherer Bros. Mr. Edie stated as follows, under oath:

"I went to the office of Sherer Bros., 122 Front street, New York City, at 12.15 o'clock p. m., March 11, 1887; the members of the firm were out. I found a young man there; I asked him if there had been any change in the firm and if the Sherer Bros. were still doing the business under the name of Sherer Bros. He replied: 'No changes have taken place in the firm that I am aware of. Sherer Bros. are still doing business here; but for particulars, you must go to the United States appraiser's building, corner of Laight and Washington streets, and see Mr. Edward Sherer.'"

Mr. Edie made the above statement to me in the presence of Thomas B. May, assistant manager Bradstreet Co., at the office of the company.

Dun's Commercial Agency reports as follows:

John A. Sherer, Edward Sherer (Sherer Bros.), 122 Front street, New York City, sugar analytical chemists for the sugar trade.

This firm commenced business in 1876. In 1879 John A. retired from the firm to accept position as examiner of sugar, United States appraiser's, at a good salary. Edward continued the business. In May, 1880, Edward became United States chemist and expert, continuing in the firm of Sherer Bros.

In 1881 John A. came back into the firm, and has since continued to date. They are esteemed as thoroughly reliable; no special capital; property, laboratory fittings. They have earned considerable money. John A. built himself a fine house in Flatbush, L. I. Estimated capital \$20,000, dated July 26, 1886.

Edward Sherer as Turkish consul.—On December 12, 1886, I called upon Mr. Hartune Iskigan, one of the most prominent merchants of New York, 46 Franklin street, who said:

"I know Edward Sherer, the Turkish consul; the consulate is at 122 Front street; it adjoins his sugar laboratory; I went to see him several times last summer on business; I wanted him to fix my brother's papers, so that he need not pay taxes in Turkey, for he pays here in the United States, and I claimed the consul's attention in the matter.

"Consul Sherer said he could do nothing about it; that I must apply to the Turkish minister at Washington.

"Sherer makes a very poor consul; the Turks are disgusted with him. When I have been to see him at the consulate, 122 Front street, I found him in his laboratory,

which lets out of the consulate; when I called he would come from the laboratory into the consulate; the door between the two rooms was open.

"The Turks think we should have a consul who would attend to his business as consul, rather than have a chemist who gives the most of his time to his laboratory work."

Being desirous of ascertaining whether Edward and John A. Sherer, United States customs officers, alleged members of the firm of Sherer Bros., were testing sugar for the trade, I secured sugar samples, and through Charles F. Taylor, employé of W. H. Power, commission merchant, 76 Broad street, New York, I sent said Taylor, with the samples, to the laboratory of Sherer Bros. to have the same tested; this I did December 14, 1886, with the following results: (Exhibit 205.)

From the sworn deposition of Charles F. Taylor, that the young man in charge of the laboratory of Sherer Bros. (Burton Keese, relative of John A. Sherer) accepted the samples and promised that Mr. Sherer would personally test the samples; that when he was asked to sign the receipt for the money paid and the certificate of test also, he at first objected, then he signed both "Sherer Bros." and affixed the office stamp to the papers, which reads "Sherer Brothers, Chemists, New York, December 14, 1886."

Desiring to ascertain if, when pushed, the representative of the Sherers would qualify his statement that Sherer had made the tests, I instructed Mr. Taylor to proceed to Sherer Bros.' laboratory and to ask the young man who made those tests; Taylor did so, and the young man said: "I will look at the books and see who did make those tests." After referring to the books, the young man answered that he (Burton Keese) had made them, "as Mr. Sherer was away that day."

Taylor said: "I asked you for Sherer's tests on those samples." Keese replied: "Mr. Sherer is only here in the mornings the rest of the day he is out appraising cargoes."

In order to push the inquiry further, I had Taylor carry two samples to Sherer Bros.' laboratory January 5, 1887. He did so and handed the samples to the young man Keese, requesting that "Mr. Sherer make the test personally."

Keese replied that he "would hand the samples to Mr. Sherer when he came in, which would be about noon or late in the afternoon."

January 6, 1887, when Mr. Taylor called for the tests he asked "for the samples he had left for Sherer's tests."

Keese said: "Mr. Sherer has not tested these samples; if you want his personal test, you must take them to the United States laboratory, where he may give you his personal tests," adding, "Sherer has no connection with this place."

Keese further stated that Sherer Bros. tested "from twenty-five to seventy-five samples a week for J. H. Howells, Son & Co., and the price to them was seventy-five cents per sample." This he offered in explanation of the charge of \$1 a sample he had made on the sample tested for Mr. Taylor.

Having elicited the statement that the office representative of the Sherer Bros. would claim, when pushed, that Edward and John Sherer, United States customs officers, were not connected with the laboratory of Sherer Bros., which I was informed would be made to me, I dropped the matter in that direction.

I respectfully invite careful examination of the sworn statements of Mr. Taylor (Exhibit 205), with the certificate of tests and receipt of money paid Sherer Bros., public chemists, 122 Front street, New York.

Among the papers found by me, during my investigation at the appraiser's store, New York, among the "requests for re-tests," made by importers and their brokers, were some of Sherer Bros.' certificates of tests, showing to what use the "certificates" of tests of said Sherer Bros. are put (see Exhibit 00.) If necessary, I can procure and forward to the Department half a hundred or more of these certificates signed "Sherer Bros.," for they are held by sugar merchants in New York, Philadelphia, and Portland, Me.; but I deem a sample certificate sufficient for the purpose in view.

A short resumé of how the services of Sherer Bros., public chemists, came to be utilized in connection with the appraisement of sugar at New York may be pertinent.

March 13, 1877, Special Agent C. N. Brackett utilized the services of said Sherers, in connection with Dr. G. E. Moore, in testing artificially colored sugars, and on October 1, 1877, they again figure as chemists employed by Special Agent Alexander to test sugars for the Department as against the tests made by the Government chemist.

March 12, 1880, the same officer asked the Department to permit the further employment of Sherer Bros., chemists.

May 5, 1880, through the recommendation of special agents of the Treasury stationed in New York, and aided by Special Agent Ira Ayer, jr., Edward Sherer succeeded Mr. Tilden, the then United States chemist, removed, and Sherer was appointed examiner of sugar at an annual salary of \$2,200.

John A. Sherer, who had been a merchant in Norfolk, Va., where Special Agent Ayer had been stationed, and between whom a bond of intimacy existed, was made United States examiner in 1879, and subsequently was appointed damage sugar examiner.

Early in June, 1885, certain New York sugar-importing firms expressed themselves that Dr. Edward Sherer, United States chemist, was showing favoritism to some importers in the classification of their sugars; also that Sherer Bros., public chemists, were none other than Edward and John A. Sherer, United States customs officers. They, the complainant merchants, protested against these officers doing work for the trade as public chemists. The appraiser of the port was notified to this effect, and he detailed Special Agent Ira Ayer, jr., to investigate the matter and report to him the facts. Special Agent Ayer did this and made a vigorous defense for his friends, the Sherers, for whose appointment to the customs offices held by them he (Ayer) was largely responsible.

The report of Special Agent Ayer is herewith given.

NEW YORK, *July 30, 1885*

LEWIS McMULLEN, Esq.,
Appraiser, New York:

SIR: Relative to the alleged connection of Dr. Edward Sherer, chief of the United States laboratory at this port, with the firm of Sherer Bros., sugar chemists, 122 Front street, New York City, I take pleasure in stating for your information that more than three years ago (1882), the matter having been brought to my attention, I took occasion to make a most thorough inquiry into the subject.

Dr. Sherer at that time submitted to me the original bill of sale by which the business, as conducted by him at the time of his appointment to the Government service, had been disposed of to Dr. Gideon E. Moore, of this city.

It appeared at that time that he had not even visited his original place of business for more than a year, nor, as I understand, has he been connected in any way, directly or indirectly, with the business since.

After I had fully satisfied myself of the facts in the case, I placed them before Appraiser Ketchum, then recently appointed, and suggested to him that if he thought necessary the papers which I had examined could be submitted to himself for inspection. I am informed that they were subsequently submitted to Appraiser Ketchum by Dr. Sherer, and that he also caused inquiry to be made, through independent sources, satisfying himself thereby in regard to the whole question.

The firm of Sherer Bros., as formerly conducted, was widely known in this city and throughout the country, particularly in their specialty as sugar-expert chemists, and it is very apparent that in transferring the good will of the business the firm name was an important element of its value.

Relative to the statement that Dr. Sherer was Turkish consul, I find it to be entirely true. He was appointed honorary consul in 1872, and the position is, in fact, an honorary one merely. I have been unable to find anything in law or regulation prohibiting an officer of the Government holding an expert position like Dr. Sherer from filling such office. Indeed it seems to me that it should be regarded as altogether creditable to the service.

I am satisfied that if a contrary view was held by the Department or by yourself, that Dr. Sherer would most cheerfully surrender the position upon an intimation to that effect—that it was desired.

Very respectfully,

IRA AYER, JR.,
Special Agent in Charge.

From the sworn testimony of the officers and employes of the sugar division and United States laboratory, associate officers of Dr. Edward Sherer and John A. Sherer, educed by my investigation during June, July, and August, 1887, under Department's instruction, the following excerpts were quoted setting forth the connection existing between the said Sherers as Government officers and the said public chemist business of Sherer Bros., as carried on at 122 Front street, New York, in open violation of law and customs regulations; also the true facts in reference to said Sherer's connection with the manufacture and sale of bronze powder, in which said business they, the Messrs. Sherer, were engaged during 1884 and 1885, in violation of law.

Chemist H. J. Abbott, United States laboratory, stated (Exhibit 124):

"I am in charge of the laboratory when Doctor Sherer is not there, which occasionally occurs. There have been a few cases when men of Turkish nationality have called to see Doctor Sherer at the laboratory. Doctor Sherer used to be the Turkish consul. I do not know whether he is Turkish consul now or not."

Samuel F. Ball, sampler, acting polariscopist, said (Exhibits 122 and D D):

I first commenced to test sugars at the laboratory of Sherer Bros., 122 Front street, this city, about 1882 or 1883, and remained in their employ some two years. I am now twenty-three years of age. While in the employ of Sherer Bros. I acquired the use of the polariscope and the practical knowledge of testing sugars, being instructed particularly and altogether by Mr. William J. Rigney, chemist at Sherer Bros. I

understood I was working for the firm of Sherer Bros., and although I was in the employ of said firm two years or thereabouts, I am unable to state whether Mr. Rigney was a member of the firm or an employé. I did not receive instruction of any kind from Dr. Edward Sherer or John A. Sherer. I have never seen Dr. Edward Sherer in the office of Sherer Bros., 122 Front street, while I was in their employ. He might have come to the place when I was out. I have seen Mr. John Sherer there occasionally. I believe he had damage sugar samples, which he brought to the laboratory of the firm in question and tested them there. I have assisted him in making these tests. I did not read the polariscope on these tests of damage samples, but I mixed the samples and assisted generally.

He might appear at the laboratory there at any time of the day with samples of damage sugar.

When we were crowded with work at Sherer Bros. we tested sugar at night. I can not swear that he has tested damage sugars at night. The office immediately adjoining the laboratory of Sherer Bros., 122 Front street, is the office of the Turkish consul, Dr. Edward Sherer. A door connects the laboratory with the consulate, which remains open, except when there are visitors in the consulate. I have never seen the Turkish consul there at any time. I have done work in the consulate for the consul. Dr. Sherer was and is, to the best of my knowledge, the Turkish consul.

"I have heard people call and ask for the consul and referred them to Mr. Rigney, as Dr. Sherer did not visit the consulate, and I have never seen him at the laboratory of Sherer Bros. For a time there was a man named Keese, also employed there, who is a relative of the Sherers.

"I will not swear that I have not been in the laboratory of Sherer Bros. during the past twelve months. About January 15 last (1886), I was there and saw Keese; he, I think, succeeded Mr. Rigney in the laboratory of Sherer Bros.

"I do not know and never knew who constituted the firm of Sherer Bros., analytical and consulting chemists, principally engaged in testing sugars. I think I have heard Mr. Rigney speak of the bronze powder that Dr. Sherer made; I never knew that Dr. Sherer was engaged in the manufacture of bronze powder."

Attached to Mr. Ball's testimony is a rough sketch made by him showing the relative position of the laboratory of Sherer Bros. and the Turkish consulate, with the doors connecting them.

Ernest J. Chapman, messenger, acting polariscopist United States laboratory (Exhibit 121), said:

"I have carried word or messages from Dr. Sherer to the laboratory of Sherer Bros., 122 Front street. Mr. Rigney was employed at the laboratory there. Dr. Sherer is the Turkish consul. I don't remember seeing Turks visit the United States laboratory since last winter; prior to that time one or two did call on him."

Philo Cole, United States laboratory employé (Exhibit 127), said:

"Dr. Sherer is occasionally away from the laboratory; in his absence Examiner Abbott is in charge. I understand that there is a firm of sugar chemists, Sherer Bros., in this city. I never visited their laboratory. I have seen foreigners visit the sugar laboratory and call upon Dr. Sherer."

Dr. Jessie Buttershall, United States chemist (Exhibit 118), said:

"I know quite a number of the leading chemists in the sugar trade. I know the firm of Sherer Bros. I think it is composed of Dr. Sherer and his brother John A. Sherer, and a Mr. Rigney, who was associated with them. I have not visited their laboratory since I became connected with the Government service, 1880."

John F. Davis, examiner United States laboratory (Exhibit 119), said:

"I have heard that Dr. Sherer was engaged or interested in the manufacture of bronze powder. I believe I saw it in the paper that Dr. Sherer was sued in court, and the suit was thrown out of court, as the judge claimed no jurisdiction because Dr. Sherer was nominally a Turkish subject. I have seen men, who were said to be Turks, visit the United States laboratory. I suppose they came to see Dr. Sherer, as Turkish consul. I have heard that there is a firm of chemists down town known as Sherer Bros."

Robert Cunningham, messenger, sugar-room (Exhibit 129), states:

"Sometimes I carry notes from the sugar-room to Dr. Sherer; if he is not there I give them to Mr. Abbott."

Alfred Flowers, clerk United States laboratory and acting polariscopist (Exhibit 115), states:

"Dr. Sherer has a place down town at 122 Front street, where he runs a sugar laboratory for testing sugars for the trade. This laboratory has been run, as I am told, by a relative of his, but I believe the profits of the business are shared by Dr. Sherer and his brother, John A. Sherer, damage examiner. I am led to this opinion from the fact that during Secretary Folger's administration William Rigney, who managed their business, demanded that he be taken into the firm with them, which they refused; Rigney then left and started a laboratory for himself, thus compelling John A. Sherer to resign his position as examiner in order to look after their private business

at 122 Front street. In about two months' time he got the firm's business in hand and placed an employé in charge to represent them, and he was again appointed damage examiner at an increase of salary by Appraiser Ketchum. I am led to believe that Sherer's down-town laboratory renders him a handsome income; that on account of his position as chief chemist United States laboratory, importers would for obvious reasons patronize the firm of Sherer Bros. Damage Examiner Sherer has tested United States damage sugars at their down-town laboratory. United States Chemists Landsmann and Rigney have informed me that after office hours they have, at the request of Dr. Sherer himself, gone to the laboratory of Sherer Bros., 122 Front street, and assisted in testing merchants' sugars for the firm. I warned them that they would be liable to discharge and they stopped the practice."

Turks visit the United States laboratory and transact business with Dr. Sherer. At his request I have done some business for him here. Recently Dr. Sherer was sued in court for the rental of a building which he had hired in Brooklyn for the manufacture of bronze powder, and in defense took advantage of the fact of his being Turkish consul to prevent the collection of the debt. Dr. Sherer informed me of this himself, stating also that his brother, John A. Sherer, and another man was interested with him in the manufacture of the bronze powder. I have seen some of this powder in the United States laboratory and examined it; Dr. Sherer told me that he made it and sold it; a Mr. Pratt, I think, of Roslyn, Long Island, was a partner in the concern.

J. Howard Wainright, examiner United States laboratory (Exhibit —), states:

"I have seen persons whom I took to be Turks in the United States laboratory; I have acted as interpreter for a Turk who knew French; their conversation was not on United States business."

G. Landsmann, examiner, United States laboratory (Exhibit 110), states:

"Mr. Examiner Abbott is in charge of the laboratory in the absence of Dr. Sherer. About two ago I went to Dr. Sherer's down-town laboratory in Front street to try and get a friend of mine a position there. This was after I had introduced my friend to Dr. Sherer in the United States laboratory, and I took him down there at Dr. Sherer's request. I found Mr. John A. Sherer there. The young man did not get the position, as Dr. Sherer told me he had engaged a Dr. Schrieblor. The latter remained in Dr. Sherer's employ about half a year. I do not know that Robert Rigney (United States chemist in the sugar laboratory) kept his position in Dr. Sherer's laboratory a very long time. I know that William J. Rigney (Robert's brother) was employed in Dr. Sherer's laboratory, Front street."

"I have seen foreigners in the United States laboratory talking with Dr. Sherer, who, I have been told, is Turkish consul."

Theo. G. Morse, examiner United States sugar laboratory (Exhibit 108), stated:

"I never visited the laboratory of Sherer Bros. but on one occasion, about a year ago. Dr. Sherer asked me to take a note to his brother John, at 122 Front street, which I did, and left the note with a young man in attendance. Dr. Sherer is Turkish consul. Turks visit him and transact business with him in the United States laboratory."

Robert Rigney, sugar examiner, United States laboratory (Exhibit 107), states:

"At one time, prior to my appointment to the United States laboratory, I was in the employ of Sherer Bros., at 122 Front street, this city. I do not know who constituted the firm of Sherer Bros. I received my checks [amended by the witness, surreptitiously, to read check] for salary from John Sherer, which were signed either by John Sherer or as Sherer Bros. I think they were drawn on the Marine Bank, recently failed. At the time I left them my brother, W. J. Rigney, and a boy were employed there. I have seen Mr. John A. Sherer there frequently, and Dr. Sherer there once."

"I believe Dr. Sherer was, and is, Turkish consul, and the consulate was immediately adjoining the laboratory of Sherer Bros., connected by a door. He walked into the laboratory of the firm one day from the consul's office and talked with me a few minutes. I assisted Mr. John Sherer in testing any samples of sugar he brought in, but I do not know if they were damaged samples or not."

"I think Mr. Benton Keese is employed by Sherer Bros. at this place, 122 Front street, and that he is a relative of John Sherer. I do not know that Dr. Sherer or John Sherer are members of the firm of Sherer Bros."

"I understood that about three years ago Dr. G. E. Moore was in charge of the business of Sherer Bros. I wish to qualify that by saying that he was the owner of the business. About a year ago I heard that Dr. Sherer was interested in the manufacture of bronze powder."

Dr. Edward Sherer, United States chemist in charge (Exhibit 104), in his testimony of July 30, 1887, stated:

I entered the United States service May 10, 1880. When I am not present in the laboratory Mr. Abbott is in charge. I am the Turkish consul, appointed in 1877. My office is at 122 Front street; I have no place of business down town. I know of the laboratory of Sherer Bros.; it adjoins the Turkish consulate, connected by a door, invariably open. I have not visited the consulate or laboratory for over three years;

have no knowledge of the present arrangement of communication between those rooms. I have no interest, direct or indirect, with the business of the firm of Sherer Bros. F. M. Eastman at the present time constitutes the firm of Sherer Bros. He resides in Roslyn, Long Island. As to how Mr. Eastman acquired the ownership of said business I am not quite clear. My connection with the business ceased when I entered the United States service in 1880. I disposed of the business to Dr. Gideon E. Moore, in 1880. I believe that a Mrs. Dix at one time owned the business. I am unable to say from whom she acquired the business. Before Mr. John A. Sherer, my brother, entered the United States service he was jointly interested with me in the business. He has had no connection with it since, to my knowledge. On one occasion, two and one-half years ago, I sent Mr. Landsman down to the laboratory in Front street to see my brother, who was not at that time in the United States service (?), who wanted an assistant, and Mr. Landsman had a friend who wanted the position; my impression is his friend did not get the place. I have no recollection of sending any other employé of the United States laboratory there; nor do I remember that any United States samples of sugar have been tested there, but you recall to my mind an instance where certain samples were sent there to verify our tests; this was done with the knowledge of Appraiser Ketchum.

When I sold out the business to Dr. G. E. Moore, I don't think I made any reservations; I don't remember doing so. I must decline to show you the bill of sale of the business, for reasons which I also decline to state to you. This matter of my supposed connection with the business of Sherer Bros. has been investigated by Special Agent Ayer, at the request of Appraiser Ketchum, and the last time by Appraiser McMullen, at the request of the honorable Secretary of the Treasury, and once it was explained to the President of the United States.

I decline to give further information on the subject as to whether in selling the business of Sherer Bros. I also gave power of attorney to sign the name of Sherer Bros.

Question. Is there any one at the present time who has the authority, under power of attorney, to sign the name of Sherer Bros., in connection with work done on sugar at the laboratory of Sherer Bros.?

Answer (Dr. Sherer). I decline to answer.

The business of the consulate is done by Mr. Burton Keese (a connection by marriage of my brother), who represents me there. I don't know whether the offices join. He has my authority to do the business incident to the consulate.

Turks do not visit the United States laboratory. On one or two occasions indigent Turks have sought me out here, to my disgust. I have instructed the watchman to say that the Turkish consul is at 122 Front street. I may have asked Mr. Landsman or Dr. Battershall to interpret for me. I would do this without hesitation.

I do not derive any benefit, profit, or emolument from the firm of Sherer Bros.

Q. Were you, Dr. Sherer, at one time engaged in the manufacture of bronze powder?—A. No, sir. Once I invested some money in an enterprise of that sort. It was a company, not a firm. As to who were the president, treasurer, and secretary of the company, I decline to answer. I lost every dollar I put into it. It is a matter involving others than myself and I must decline to answer further.

Q. Was action brought against you for rental of the building where the bronze powder was made?—A. Yes; I was made a party to a suit, from the fact of having some money in it. I decline to say who sued me. I don't remember the court in which the suit was brought or the judge who heard the case; I was called as a witness in that suit, and was on the stand for about five minutes. My attorney asked me my business, and the fact was brought out that I was the Turkish consul; thereupon the judge dismissed the case. The plaintiff was informed that I could be sued in the United States court, but he never sued me there. I have never mentioned to any one why; I may have speculated in the presence of my associates that the reason was because the amount was less than \$500. The suit was brought about two and a half years ago; I don't recall the date. The name McAdam does sound like the name of the judge; I think it was probably him.

JOHN A. SHERER, damage-sugar examiner (Exhibit 106), testimony dated August 12, 1887, states:

I was appointed sugar examiner January 1, 1880. I am damage-sugar examiner. I resigned about July or August, 1884, and was re-appointed about September 1, 1884. (Resignation was not forwarded, as I am informed.—T. A. B.)

During the interim I was engaged in business at 122 Front street, at Sherer Bros.' laboratory, under which name the business was conducted. Prior to that time the business was in charge of William J. Rigney, and when I took charge he went into business for himself. I staid there about thirty days, and during that time another man took charge. I sold out the business to a Mrs. Dix, whose son, a young man of nineteen or twenty years, was employed there. Mr. Keese and Dr. Schreiber were also employed there. Mr. Keese was employed by Mrs. Dix to take charge. Dr.

Schreibler was doing other chemical work there and not receiving salary. Mr. Keese is a brother-in-law of mine; he is there at the present time. Mr. Keese paid the employés out of the money collected. The business is still being carried on by Mr. Keese under the name of Sherer Bros.

I have tested United States damage-sugar samples there under the verbal permission of Appraiser Howard.

(Not written authority of collector.)

No man connected with the United States laboratory has ever assisted me there on damage sugars.

Sherer Bros. (firm) belongs to F. M. Eastman, who resides at Roslyn, Long Island. He purchased the business from me in January, 1885. But this has nothing to do with frauds in sugar and I decline to answer anything further, except to state that I have no connection with the business or never had with it since I entered the United States Government employ, either as manager or director. I go there with my damage samples; I do so frequently. I have reserved the right to do that in the bill of sale. This I have done for my own convenience and for the interests of the Government. I believe I made the same reservation in the bill of sale of the business to Mrs. Dix.

When the business came back into my hands from Mrs. Dix I transferred again—to Mr. Eastman. At that time I was not altogether out of the Government service.

There was no portion of the time that I owned the business while I was a Government officer, for when one gave it up I transferred it to the other. Mrs. Dix owned the business till Mr. Eastman took charge; she owned it about three months. When she took it I immediately returned to the United States service.

I made the arrangements with Mr. Eastman. The business reverted to me for purposes of transfer only.

I decline to put you in possession or show you the original transfers to Mrs. Dix and Mr. Eastman. They are not recorded.

Yes, sir. I was interested at one time in a company organized for the manufacture. I see you have got it all, but I was out of the service at the time. I put some money in it and lost it. I had no partner in it; it was a company, but the officers were never elected. I took the management of it for a short time. Mr. James H. Ruggles, of Brooklyn, succeeded me. We never manufactured any of it at all; we bought our factory, but none was made. Dr. Sherer put in a small amount of money, which he lost; less than \$1,000. There was a claim made for rental of the building. I paid the rent, because I was liable for it. I had a verbal lease of the building till the 1st of May, 1886, and of course I had to pay the rent up to that time, but they (?) claimed a month's rent, which I refused to pay. They sued me, but I don't remember what occurred. Beyond this I decline to make any further statement. It is certainly not pertinent to frauds in sugar. I invested in it when I was out of the service of the Government. I don't remember in what court the suit was brought. I answered the suit with my brother Edward. The case was thrown out of court on some technicality.

Question. Mr. Sherer, what was the technicality?—Answer. That is a personal matter, and I decline to answer. The suit was brought against me, against both of us, because we had some money invested in the business. We did not make or sell, or offer for sale, bronze powder; it was not shown to any of the officers in the United States laboratory, that I know of.

I then asked Mr. Sherer for the full facts in the case in order that I could transmit them to the honorable Secretary of the Treasury, and Mr. Sherer replied:

"As the subject is not pertinent to your examination, I decline to answer.

"I have never tested damaged sugars at the laboratory of Sherer Bros. at night; neither have any United States laboratory officers assisted me there in testing sugar.

"I have no interest, direct or indirect, in the business of Sherer Bros. I have the privilege of examining my damaged sugars there. I own some chemical apparatus there not included in the bill of sale. I can not show you the bills of sale of the business of Sherer Bros. without the consent of other parties. I don't think this is pertinent to the case.

"The bill of sale gives the power to sign the name of Sherer Bros. in all cases. No power of attorney was executed. Dr. Gideon E. Moore was never employed there; he owned the business at one time.

"I believe my brother Edward is the Turkish consul; his office is at 122 Front street."

Question. How does the consulate office stand relatively to the laboratory of Sherer Bros.?—Answer. I can not answer any question in connection with the Turkish consulate; there is a room there used in common by the Turkish consul and the people of the laboratory. I was there to-day; I took my sugar there; I did not test the sugar. I never saw any one on Government business at the laboratory of Sherer Bros. I don't remember that broker J. A. Dreyfous ever called at the office of Sherer Bros. His office is at the corner of Pine and Front streets, I think. I do not know that Drey-

fous's office is in the same building as the laboratory of Sherer Bros. I have not tested sugars at that laboratory after the United States office hours.

Mr. J. A. Sherer asked to change his testimony, as will be noted in the addenda to his testimony; the changes are significant.

Mr. J. Whalen, proprietor of Whalen's Hotel, Hempstead, Long Island, stated to me that Dr. Edward Sherer was owing him money, and asked him (Whalen) if he would take his bill in bronze powder which he (Sherer) manufactured. To which Whalen replied, no. Sherer said it would be just the thing to touch up his chandeliers and mirror frames with, but he (Whalen) preferred the money. Whalen tried to get for me some of the bronze powder and facts relating thereto, but he was unsuccessful and so informed me.

THE TRUE FACTS AS TO "BRONZE POWDER."

In the sworn testimony of Dr. Edward Sherer, as quoted above, it will be noticed that he admitted, most reluctantly, that his connection with the manufacture of bronze powder was only incidental to an investment of money in the enterprise, a company, not a firm; declining to state who were the officers of said company; that suit was brought for rental of the premises where the goods were made; that he was made a party in the suit; he declined to state who sued him; could not remember the court in which the case was heard, or the judge who tried the case; that he was called as a witness; that in reply to a question put him by his own attorney the fact was brought out that he (Sherer) was Turkish consul; hence the throwing out of the suit from court; that he had never mentioned why the case was thrown out, but may have speculated in the presence of his associate officers as to the cause. He could not recollect when the suit was brought, etc.

Mr. John A. Sherer testified that he invested in the business of "bronze powder" when he was out of the service; that he had no partner in it; it was a company; he took the management of it for a short time; that none of the bronze was manufactured or sold; that he had a verbal lease of the building to May, 1886; beyond this refusing to make a statement as to the facts, except that he, with his brother Edward, answered the suit brought for rental of the building hired for manufacturing purposes, etc.

The true status of the case is herewith presented. I detailed Mr. R. M. Ormiston, sworn expert statistician, employed under my direction at New York, to investigate the matter. From the record of the court was copied the following:

"Page 18, Par. II.—At a trial term of the city court of New York held at City Hall, in the city of New York, on the 15th day of June, 1886 (just twelve months prior to the examination of said Sherers by me:

"Present, Hon. David McAdam.

"No. 5640.—Ruth Waite *vs.* John A. Sherer *et al.*

"Attorney for plaintiff, H. Grosse; attorney for Dept., A. C. Aubery.

"Plaintiff testi'y, Benj. C. Waite. Defendants testifying, Edward Sherer.

"Plaintiff allowed to discontinue without costs."

From the report of Mr. R. M. Ormiston to me, dated August 18, 1887, it appears (see Exhibit 210):

Mr. Ormiston called on Benjamin C. Waite, son of the plaintiff in the case, who informed him that John A. Sherer and Edward Sherer bought out the "Manhattan Bronze Powder Company;" that they rented the premises at 66 and 68 North First street, Brooklyn, from his mother, Mrs. Ruth Waite, in which to manufacture bronze powder; that they did so manufacture and sell said bronze; that his place of business being on the ground floor of said premises, he saw the bronze, packed in boxes, carted away in considerable quantities; that Sherer Bros. owed for rental of the premises, which rental he was unable to collect, though he called several times at the United States appraiser's store, where the Sherers were employed, with that purpose in view: failing to collect the rental, he brought suit against the Sherers.

That Henry Taylor worked for the Sherers in the bronze factory. Said Taylor was called upon at Messrs. Prince & Co., Fulton street, Brooklyn, where he is now employed, and to Mr. Ormiston stated that he worked for Sherer Bros. at their bronze factory; that John A. Sherer was the head of the firm; that he supposed the powder was sold, for it was made and carted away from the factory in large quantities, etc.

I next obtained the written statement of Benjamin C. Waite (Exhibit 211 and affidavit, Exhibit 211½), in which he states as follows, summarized:

(1) The premises used for the manufacture of bronze powder was 66 and 68 North First street, Brooklyn.

(2) Sherer Bros. (John A. and Edward) leased the premises.

(3) The lease was made out May 1, 1884, to run to May 1, 1885, and that the Sherers did not pay rental for the month of April, 1885, although they left their machinery on the premises till June 1, 1885.

(4) Sherer Bros. commenced to pay rent June, 1884, and March, 1885, was the last month they paid for.

(5) He, Mr. Benjamin C. Waite, acting as agent for his mother, Mrs. Ruth Waite, brought suit for rental due against the Sherer Bros.

(6) All his business dealings were had with Sherer Bros., mostly with John A., recognizing him as principal.

(7) The rent was paid monthly in advance, sometimes by John A. Sherer, personally, and at other times it was sent to him in checks, signed Sherer Bros., or John A. Sherer and Edward Sherer.

(8) John A. and Edward were often about the premises while manufacturing was going on; both gave orders as to the manufacture. John A. Sherer was there nearly every day. Edward not so often. They came at different times of the day, and sometimes twice a day.

(9) He saw the powder taken away in boxes; they made "lots of the powder."

(10) The bills for rent he made out to Sherer Bros., who had bought out the Manhattan B. P. Co., and called their manufactory the Atlantic B. P. Co.

(11) That, beside calling on the Sherers at the United States appraiser's store to collect his rent, he called also at their place on Front street, Sherer Bros.

That the rental of the premises was cheap, considering the amount of steam-power they used. He furnished the power. To lose the rent was a loss to his mother, Mrs. Ruth Waite, who is a widow, and the rental of those premises was all she had to depend upon for a living, to pay interest and taxes with, etc.

The above facts are matters of record, and capable of complete substantiation, and are so utterly irreconcilable with the sworn testimony of John A. and Edward Sherer that the question of veracity of the officers named is prominently brought into question. If this point stood alone, some palliation might be presented, but the unlawful conduct of Examiners Edward and John A. Sherer, considered as their deliberate action and in keeping with their neglect of duties, stand to the impeachment of their integrity as United States appraising officers.

Their concerted refusal to impart information as to their conduct, when questioned by an investigating officer, representing the honorable Secretary, taken in consideration with the untruthfulness of their replies, condemn them as utterly unworthy of the trust and confidence imposed as United States appraising officers.

The vain attempts to cover up their illegal acts can not be too strongly condemned.

All the facts elicited in this connection, and the sworn testimony of these officers, show conclusively:

(1) That Examiners Edward and John A. Sherer compose the firm of public sugar chemists "Sherer Bros.," laboratory 122 Front street, New York City, and that they have been carrying on said business during the entire term of their service as United States customs-appraising officers, in clear violation of the United States Statutes and Treasury regulations.

(2) That despite their palpable cunning in efforts to so place the business out of their hands by alleged "bills of sale," transfers, etc., which have never been recorded, their refusal to produce said "bills of sale," etc., when requested to do so by duly authorized investigating officers, they have continued said business, deriving profits and benefits therefrom.

(3) The object in maintaining said public sugar laboratory, the testing of United States samples there, the utilizing of the services of United States officers in private work, the testing of sugar and the issuance of certificates of polarization to sugar importers to be subsequently used to carry weight with United States sugar examiners; their dual capacity of public sugar chemists and United States sugar-appraising officers, all clearly set forth the foregoing, and in the evidence merit the severest condemnation.

(4) Their evident neglect of public business for private interests and the uses to which the latter is applied can not be lightly overlooked. Their carrying on of further commercial business in the manufacture and sale of bronze powder, with the cunning evidenced in their efforts to cover up said transactions, coupled with their evidently false statements, made under oath, deserve summary action at the hands of the honorable Secretary of the Treasury.

Great responsibility attaches to the conduct of Special Agent Ira Ayer, jr., who appeared before Appraiser McMullen as the advocate of Messrs. Sherers. He informed that officer that he had investigated the facts and that there was no connection between the firm of Sherer Bros., public chemists, and Dr. Edward Sherer.

It is hardly to be supposed that so astute an officer as Colonel Ayer is reputed as being could possibly have been misled, especially when he was responsible, jointly with Sugar Broker James Burt, for the appointment of the United States customs service of both Edward and John A. Sherer, the latter coming to New York at Colonel Ayer's suggestion, as I am informed. Again, it must appear that Appraiser McMullen was derelict in his duty in not instituting rigorous and searching inquiry as to the official conduct of two of his chief subordinate officers, occupying as they did, and do, such important positions in his appraising department. Certainly, if these facts

were within my reach, they could have been educed by him had he chosen to cause proper investigation in the premises.

Again, Special Agent B. H. Hinds, upon whose shoulders fell the cloak of Colonel Ayer, if pertinent to ask, why has he not attempted to possess himself of the true facts easily within his reach? Placed as he was at his post of duty to protect the interests of the Government in the customs service at New York, he sat supinely in the back-ground, and permitted the grossest violations of law and regulations in illegal acts of appraising officers at the port, and within the precincts of his official station, viz, the United States appraiser's store.

In my humble opinion, the one main interest which has befogged and blinded the eyes of the officers of the customs service at the port of New York, under which the within noted irregularities have occurred in the sampling, testing, and appraising of imported sugars, was, and is, the power, scope, and interest of the alleged "sugar ring."

UNDER-CLASSIFICATION OF SUGARS AT NEW YORK, AND VIOLATION OF TREASURY REGULATIONS.

The exchange sheets of the classification of imported sugars made at the port of New York and forwarded to other ports where sugars are entered, show, conclusively, that lower classification is the rule rather than the exception, and that thereby merchants at New York enjoy advantages denied importers at Boston and other ports, Philadelphia excepted.

The existing variance and discriminations can not be accounted for upon any hypothesis other than that explained by the charge that manipulation tantamount to fraud is practiced, whereby the customs revenue suffers.

By no elastic interpretation of existing regulations but by skillful legerdmain of willing United States officers and employes of the service can under-classification of imported sugars be satisfactorily explained, as the subjoined facts must show:

As previously stated, the sugar sampling, testing, and appraising regulations (S. S. 5725) were drawn by Special Agent Ira Ayer, jr., assisted by Dr. Edward Sherer, who drew the articles therein relating to testing and classifying by polariscope. John A. Sherer collated the articles referring to damage, and Sugar Broker James Burt supervised the whole work. It appears that his was the master mind inspiring and conducting the compilation. After the original draught was completed and had been forwarded to the Department, in fact before its make-up could be examined, Broker Burt instructed Special Agent Ayer to recall the document. This was done, and alterations, amendments, and additions were dictated by him to suit and further his interests, which Colonel Ayer incorporated in the draught of regulations.

As to whether Broker James Burt has exercised undue influence over the customs officers at the port of New York, more particularly over the officers and employes of the sugar division, United States appraiser's store, at that port, may be judged by the light of the evidence educed by me, which is in the main corroborative of statements of merchants and ex-customs officers, all of which is respectfully submitted.

EXISTING REGULATIONS AND THEIR ENFORCEMENT.

In order to deal intelligently with this subject, so far as it relates to the port of New York, it seems necessary to consider the official acts of the officers and employes of the sugar division, United States appraiser's store, whose immediate duties lie in the treatment of imported sugars for duty. Ex and late officers of this department will be considered under the caption, "sugar brokers and their interests."

The late assistant appraiser of the Eighth division was Col. Frank Hay, who resigned, and his successor, Thomas S. Tice, was appointed March 1, 1887. Mr. Tice was, by business training, a jeweler, and was primarily appointed to the assistant appraisership of the second (jewelry and diamond) division, but as it was deemed advisable to continue the services of Assistant Appraiser Stevens of that division, and no other appraisership available, Mr. Tice was assigned to the sugar division.

Bringing with him no knowledge of sugar matters, he was compelled to rely to a great extent upon the officers of that division, some of whom, as it appears, heartily co-operated with him, while others strenuously opposed him in his attempt to improve the administration of customs relating to the division over which he found himself placed.

Quietly possessing himself of information, he found that a strong hand was necessary to guide the work in his department; that corrective measures would be required, inasmuch as certain officers were performing duties and exercising functions not properly belonging to them; further, that certain importers were alleged to be enjoying favors, etc.; in other words, the regulations were not being equitably enforced.

From the sworn testimony of Assistant Appraiser T. S. Tice (Exhibit 99) it appears that within a few days of his coming in charge of the division, viz, March 17, Examiner Robert E. Bowne presented him a detail of examiners and samplers for the month of April, 1887, for the former have their stations changed on the 1st and the latter on the 15th of each month.

Taking the list or detail from Examiner Bowne, he remarked that he would make certain changes in the detail. These he made. Examiner Bowne straightway appealed to Appraiser McMullen, stating, in effect, that his prerogatives were being intrenched upon by Assistant Appraiser Tice (his superior officer). Thereupon the appraiser addressed Mr. Tice the following order, which he guarded jealously and would not deliver to me, except on the expressed authority of the honorable Secretary, which was telegraphed me July 7, 1887, for he held that the order of the appraiser practically stripped him of authority over his subordinate officers of the sugar division:

[Copy of original order—Exhibit O.]

PORT OF NEW YORK, APPRAISER'S OFFICE,
March 30, 1887.

THOMAS S. TICE, Esq.,
Assistant Appraiser, Eighth Division:

SIR: You are requested to furnish me with a copy of the list submitted to you by Supervising Examiner Bowne, showing the disposition to be made of examiners and samplers for the coming month.

The list must not be altered except for good and sufficient cause, in which case I will give directions in the matter.

Yours, respectfully,

LEWIS McMULLEN,
Appraiser.

Thus at the very outset Assistant Appraiser Tice found himself with a subordinate in his division indorsed by the appraiser as superior in authority to himself.

Mr. Tice had been informed that certain abuses existed in the detail of examiners and samplers, viz, that at the request of representatives of certain importing and refining firms, who, when they had sugars to be appraised, desired that samplers of their selection should be placed upon the district they were to arrive and be discharged in; further, then certain officers had positions under the monthly details which gave them practically nothing to do, while other men less favored were overworked.

The whispers of undue favoritism to certain importers had taken form as soon as the régime of Assistant Appraiser Hay had terminated and Mr. Tice proposed that his officers should discharge their duties without fear or favor and in accordance with regulations.

HOW SUPERVISING EXAMINER BOWNE WAS APPOINTED.

A short time prior to May 2, 1885, Assistant Appraiser Hay solicited Special Agent Ayer to advise the Department of the propriety and advisability of detailing an examiner to supervise the verification of original samples, when in the opinion of the appraiser it might be thought necessary in the protection of the interests of the Government. This Colonel Ayer did, and his report was accompanied by one from the appraiser (Exhibit XO) stating the advisability of such a course and recommending Examiner R. E. Bowne for the position. The collector of the port perfunctorily approved this report.

The Department, under date of May 18, 1885, issued the following order (Exhibit XO 1):

(Copy.)

TREASURY DEPARTMENT,
Washington, D. C., May 18, 1885.

COLLECTOR OF CUSTOMS,
New York:

SIR: In accordance with the recommendations contained in your letter of the 12th instant, and report transmitted therewith of the United States appraiser at your port, you are hereby authorized to inform that officer that Mr. Robert E. Bowne, of this office, may be detailed to supervise the sampling of sugars and attend to the verification of the original sampling when, in the judgment of the appraiser, this may be necessary for the protection of the revenue.

Respectfully,

C. S. FAIRCHILD,
Assistant Secretary.

It will appear that the original design covered in the recommendation of the appointment of a "supervising examiner," viz, to attend to the verification of original sampling whenever necessary for the protection of the revenue, received great additions and scope, as evidenced by Assistant Appraiser Hay's order to examiners (Exhibit XO 2), bearing date of August 1, 1885:

(Copy.)

SIR: Mr. Robert E. Bowne, examiner, having been detailed to supervise the sampling of all sugars and the verification of original sampling when, in the judgment of the appraiser, it may be thought necessary, you are hereby instructed to co-operate in all his efforts to carry out the requirements of Treasury regulations for the sampling of imported sugars.

FRANK HAY,
Assistant Appraiser, Eighth Division.

Thus examiners were notified of the superior official dignity attached to Mr. Bowne's office and the enlarged scope of his powers in supervising the sampling of all sugars, compared with which the "verification of original sampling" sinks into apparent insignificance.

Assistant Appraiser Tice, as the foregoing shows, in the primary assumption of the duties of his division, comes in contact with Supervising Examiner Bowne, and his authority and assumption of prerogatives.

The latter is sustained by the appraiser, as the sharply worded order of Mr. McMullen, quoted above, shows.

Thus handicapped Mr. Tice could do little in the way of instituting reform and the correction of abuses reported to him as existing.

His attention had been called by the complaints of customs officers at Boston to gross errors in the daily exchange sheets of the classification of sugars at New York, and in order to prevent the recurrence of the same, he instructed Clerk Charles H. Trainer to attach "requests for retests" made by sugar brokers to the invoices in order that he might see for himself what changes, if any, were effected in the classification of sugars, resulting from retests; also to note the reason for the retention of invoices in his division.

He further ordered that the daily "exchange sheets" be made up from the invoices before being transmitted to Boston and Philadelphia, but that the work must be done promptly. He promulgated an order to the effect that favoritism to sugar brokers must cease, and all representatives of trade treated alike. He ordered that the United States sample wagons should always be accompanied by a sworn officer, which had not previously been strictly done, characterizing the infraction as a dangerous practice. Intimations had been made that United States samples had been manipulated on their way to the public store. Charges had been made to him by Messrs. Verrinder & Callaghan, Wall street, who had been deputed by certain importers to receive the refuse sugar samples, that messenger Dale, of his division, was not returning the proper amount of sugar samples and taking the same for his own profit (see Exhibit AAA).

Answering the charge of Verrinder & Callaghan, James S. Dale, the messenger referred to, claimed that he had delivered all the sugar they, the complainants, were entitled to.

Subsequently Mr. Verrinder, with United States Examiner John S. McElwee, called upon Mr. Tice at his residence, and there the former informed him that he had paid Dale \$25 "to look out for their sugars and see that they got all that belonged to them;" that an improvement manifested itself for a short time, but soon lapsed into the same old practice.

As Mr. Dale was known to be fast accumulating money, much suspicion surrounded his handling of the refuse sugar samples, and it was thought he was selling the same and pocketing the proceeds.

These matters, with many others, Assistant Appraiser Tice sought to correct, but he found himself simply the nominal head of his division and that subordinates ran the department. As this subject is very fully treated in its proper place in this report, I will pass on to the consideration of open and flagrant violations of the regulations (S. S. 5725), taking up all of them seriatim, as educed by my investigation, and clearly set forth in the evidence of the officers and employés of the sugar division, United States appraiser's store, New York.

Sugar regulations of May 22, 1883. (S. S. 5725.)

Article 3.—Samples are rarely if ever sampled as discharged from the vessel. While it is required that "samples shall be placed in tiers upon the wharf" the evidence of examiners and samplers show that samples upon the refinery district (No. 2) are car-

ried by refiners' employés into the inner precincts of said refineries and store-houses before the United States stencil, "U. S. sample," has been put upon them. That hogs-heads are often tiered too high, making facility and accuracy in drawing the samples almost impossible. They are not placed in rows 4 feet 6 inches apart as a rule, and the scored and marked heads are not placed so as to be "readily seen by the United States samplers."

Article 4.—Relative to the "proper designation of the sample packages," viz, on the wharf, convenient to sampling, the collector's officers are mainly responsible, but the appraiser's officers are derelict in their duties in not refusing to sample packages improperly laid out and conveniently placed. Laxity, irregularities, and violations of regulations on the part of the collectors, inspectors, and the surveyor's weighing officers are abundantly proven in the accompanying evidence herewith submitted.

Article 6.—This article requires that the collector shall designate upon the invoice, as well as upon the permit, "for the information of the appraiser," the proportion of packages to be sampled, and also whether the numbers to be taken shall be odd or even. This requirement has been woefully disregarded, for out of the 1,500 invoices examined during this investigation but two were so marked by the collector's deputy having the matter in charge. These exceptions were No. 40120, 25 per cent. odd, and No. 40476, 25 per cent. even.

Article 7.—This article requires that "the sample of packages shall be selected in regular order as numbered and designated in the permit," etc. That this is not done is proven by the officers examined, who state that the sample packages are often taken out of the general cargo, the number taken to represent the proportion of the mark. Relative to "damage packages" if there be 25 per cent. and not over 50 per cent., then 50 per cent. of the sound shall be sampled; if over 50 per cent., then all of the sound shall be sampled. These requirements are ignored.

Article 8 says: "When a resampling is desired, a request for the same must be presented in writing, within twenty-four hours after notice of classification has been given to the importer, and in all cases of resampling every package, not before sampled must be sampled."

It appears in evidence that often resampling has not been called for until the sugar has gone in to consumption; this can hardly be within the twenty-four hour limit as per regulations; also that officers sent to make resamples have drawn their samples from the original sample packages over again—a most useless proceeding, but done with intent.

Again, I find it is the custom of sugar brokers and importers to ask for and obtain the resample of a certain mark in the cargo, the classification of which they were dissatisfied with. As the regulation requires that every package not before sampled shall be resampled, it appears that this order has been most prominently neglected.

Twenty-four hours is ample time for the broker or importer to make his request for a resample, for he buys his sugar, generally, upon a guaranteed test; his sampler draws samples long before the United States draw theirs; he has them tested by his own or by a public chemist, and with the certificate of test in his hand he awaits the classification for duty made by the appraising officers. He stands ready to compare tests and, if desired, make application for a resample.

The only advantage to be gained in extending the twenty-four-hour limit would be, in my opinion, to enable the broker or importer to operate on the appraising officers with a view to lower the classification for duty and defraud the revenue; and it does appear that quite enough of this is done at the present time, as this report will fully and conclusively set forth, based upon the sworn testimony of the customs officers examined by me.

It would appear desirable that the Department make a ruling as to the operative value of S. S. 4836, dated April 2, 1881, which permits appraising officers to allow a lapse of thirty days from the date of the applicant's request for a resample before the resampling is done.

A custom in the trade seems to have grown up under S. S. 4836 which opens radically wrong, inasmuch as the importer can keep off the resample for thirty days, and thus prevent the knowledge of the classification of the sugar in question, giving them advantages not contemplated in the present sampling regulations (S. S. 5725).

By this means also invoices can be detained at the appraiser's store pending the resample; and, finally, when the classification is publicly posted, the sugar in question has gone out of the minds of watchful officers as well as the trade, and an exceedingly low appraisement would be unnoticed. As previously stated the detention of invoices at the appraiser's store upon one pretext or another is now, and ever has been, an evil to which other officers of the Department have called attention.

The monthly statements made to the Department can not be properly prepared, and liquidations of the entries at the custom-house is now necessarily retarded.

Under the present interpretation of S. S. 4836 the importer may, on the 29th day, withdraw his application for a resample and accept the original classification, having served his purpose in the meantime, viz, the suppression of the classification of

his cargo, after having received, by repeated retests, the lowering of the rate of duty to be paid by him to his complete satisfaction. I find that this is often done at the port of New York.

The customs officers at the port of Boston also recognize lowering of the classification.

Great carelessness appears to exist in regard to the locking up of samples in the sample-closets, and very often these samples are left over night in the closets, which are in the district sampling districts.

On district No. 2 said district sample office is on the premises of the Havemeyer & Elder refinery. The closets have been broken into, locks tampered with, and keys lost. Examiners only are authorized to have keys to the closets, but, in fact, many samplers have keys.

The apparent insecurity of the closets has caused grave suspicion to arise in the minds of some of the officers of the sugar division that irresponsible and designing people, in the interest of brokers and refiners, have repeatedly tampered with the United States samples, with a view to secure low classifications.

Examiner McElwee, in his testimony (Exhibit 101), states:

"Last summer, about the time of the finding of the fraud stencil-plate, I went to the sample-closet for a case to pack samples in, and on the floor, beneath a piece of tarpaulin, I found a key to the closet. Teamster Kelly was there; I asked him if he could account for the key being there. He said, 'No; somebody must have dropped it.' I said, 'There are only two keys belonging to this district, and here they are; this one makes a third key.' On district No. 5 a closet key was lost overboard by Sampler Twomley, as he says."

Sampler Twomley, in his testimony (Exhibit 144), admits having lost the key overboard in throwing it to an examiner across the dock.

Sampler McQuade (Exhibit 138) states:

"I have a key to the sample-closets. Under orders from Examiner Bonne, I examined the closets to see if they were in good order. Some time ago the locks were changed by the Government; I don't know the reason."

Examiner Bonne, in his testimony (Exhibit 100), states that only examiners have the right to keys to the sample-closets.

Sampler Mundy (Exhibit 137) states:

"I have keys to the sample-boxes, but not to the closets."

Sampler Freeborn (Exhibit 133) says:

"All samplers carry keys to the wooden sample-chests which contain the samples. The locks on the sample-closets have been changed several times for the reason that, I understand, irresponsible and improper persons had keys to the closets."

Examiner Foskett (Exhibit 116) states:

"I knew of the losing of a key to a sample-closet, but no official inquiry was made into the matter."

Examiner Bonne (Exhibit 100) says:

"My instructions to examiners are to carry the keys of closets where samples are left over night."

Examiner McElwee (Exhibit 101), on page 31 of his evidence, states:

"I went to district No. 5 to get samples which had been stored in the closet over night. I sent Sampler McQuade for them; he soon came to me and reported that the closet had been broken into; I investigated and found an old, unused door, which I had some six months before nailed up, and had put a bar across it myself; the samples appeared to be intact, but I at once notified Acting Assistant Appraiser Remsen and drew other samples of the cargo; since then I have heard nothing of the matter."

The sample wagons are not always accompanied by a sworn officer of the department, as the evidence shows.

Article II. For some three years this regulation has been absolutely ignored in New York and Philadelphia; enforced in Boston.

Propounding the inquiry as to the authority for failure to enforce this regulation, requiring the use of "red plugs," Appraiser McMullen transmitted to me his answer, dated June 27, 1888 (Exhibit B Y); he states his inability to give me Department authority for the non-enforcement.

Replying to further inquiry, he states under date of June 28, 1887 (Exhibit O B 4):

"I am informed that under instruction from the late Assistant Appraiser Hay, red plugs ceased to be used about three years ago, for the reason that they were found to be practically useless for any purpose whatever."

The result of the failure to enforce the use of "red plugs," has been to practically destroy the identity of the United States sample hogsheads, depriving them of official character, and bringing them to the level of all other packages accessible to the samplers of merchants and brokers and refinery employés to be moved about at will, placed in dark corners of refineries, to be melted up, thus preventing a resample,

should the interest of the Government require such, when the classification showed the samples had evidently been tampered with, or said samples improperly drawn.

The red plug plainly visible in the head of the hogsheads (United States sample, packages) might deter any one from tampering with its contents or melting it up and the design of the regulation be secured, viz; the sample "shall be left undisturbed until such time as the sample packages are released from the control of the customs officers."

Were this done, the almost daily practice of refiners, in melting up said sample packages before the limit expired, as provided in the regulations, would be prevented and the safety of the revenue enhanced.

Article 13. I call attention to this article, simply to prevent the necessity of mat and bag cargoes and the United States samples thereof being strictly laid out mark by mark, in order to facilitate the sampling, and further, when additional sampling is required, to enable the sampling of every package in a mark, "when, in the opinion of the examiner, it may be necessary" to secure "a fair representation of the sugar embraced in the mark."

Article 13. Of sugars in bags, seroons, and mats, "each mark shall be sampled, to secure which the sugars when discharged shall be laid out mark by mark."

In this connection it is in evidence that the prevalent failure to so lay out these packages is a glaring evil fraught with fraud and dishonesty. Officers of customs countenancing, permitting, or indifferent to the daily violation of this regulation should be summarily dealt with. No more fruitful source of wrong-doing resulting in fraud upon the revenue is extant in the whole customs service.

Cargoes of sugar, not separated mark by mark, and so sampled and classified for duty I have termed "lumped cargoes," and under this caption I have tabulated statistics of such imports of sugar at New York, showing wherein the Government revenues has suffered, and the loss occasioned by the same by actual computation. (See blotter marked "lumped cargoes, Iloilo, Cebu, and Manila sugars.") The data contained therein was obtained from examination of the invoices and entries and the application thereto of the regularly established and recognized trade or commercial tests of the qualities of these sugars as compared with the classification for duty.

In my recapitulation, to be found on page XXVI of above-mentioned blotter, I show that out of fifty invoices examined eighteen cargoes presented a rate of shrinkage under the commercial rate of shrinkage; ten at the commercial rate and fifteen above the established and recognized rate that on forty two out of the fifty invoices the marks were incorrectly noted (this also applies to the marks indicated on the entries and permits also examined).

In eight instances only the marks were correctly noted. In twenty-eight instances the sugars were erroneously polarized. On the sugar represented by eight invoices the sugars were correctly weighed (as shown by the weigher's return) and thirty-one cargoes of the fifty were incorrectly weighed.

Thirty-two were not "sampled mark by mark." Twelve showed excessive damage allowance.

On twenty of the above specified cargoes the duty was incorrectly assessed; three in doubt; and on twenty-seven the duty was incorrectly assessed; making a net loss to the revenue of \$27,500.09.

Under the violations of article 13 resulted the so-called Morewood case, examined and reported upon by Special Agent Gray, March, 1884, wherein it appeared that the revenue suffered in the sum of about \$3,500.

Upon a cursory examination of Special Agent Gray's report and the evidence of appraising officers, submitted by him to the Department, it is deduced that the whole case hinged upon the sampling of the cargoes (*i. e.* *Amy Turner* and *B. F. Hunt*) mark by mark, for which the late assistant appraiser, Col. Frank Hay, was primarily responsible, for it is shown in the evidence that Mr. Hay instructed his subordinates to "do the best you can," and a general sample would be accepted, instead of samples representing each mark in the cargo. The general sample was accepted in the case referred to in violation of article 13; hence the loss to the customs revenue. It appears also from the evidence obtained by Mr. Gray that cargoes of sugar were melted up by the refinery people two days before the United States sampler drew their samples; that the United States weighers daily committed breach of existing laws and customs regulations in failing to "properly designate the United States samples" and "lay them out mark by mark."

In the closing pages of Mr. Gray's report, he says "of the conduct of the weighers and discharging inspectors, these regulations have been persistently ignored, and it has been the habit of the weighers upon the docks to make out their dock-books, after the permit showing three or more grades, as the case may be, and then fill up the grades with the number of mats (or bags) required (to conform to the permit), without regard to the marks; thus the number of mats or bags sufficient to fill the demands of the invoice were filled in, preserving the grades, so far as quantity was concerned, while the quality of the sugar was not considered;" also, that the weighers, did not

weigh mark by mark, but simply filled in the weights against the number of packages called for in the permit; thus low and high grades of sugar, with differences in tests varying from 3 to 6 degrees, equivalent to $\frac{12}{100}$ to $\frac{24}{100}$ cents per pound, were indiscriminately lumped, resulting very naturally in fraud upon the revenue.

Mr. Gray says:

"The arrant humbugging of this plan was acknowledged with perfect gravity by the United States weighers, assistant weighers, and examiners."

Assistant Appraiser Hay's order to "do the best you can" encouraged and perpetuated the lumping of cargoes and the taking of average samples.

That found true by Mr. Gray, I find extant at the present time, and is clearly set forth in the sworn evidence herewith. I can not too strongly ask the attention of the Department to the daily violations of article 13.

Article 14.—The violations of the provisions of this article are partly covered in the treatment of article 13. I will only emphasize that article 14 calls for "the selection of the sample packages shall be made when the cargo is discharged or weighed," care being taken to maintain the same number of packages throughout the entire cargo."

It is set forth in the evidence submitted that weighers either lay out the United States samples before or subsequent to the discharge of the whole cargo, not during discharge; this may be the result of collusion between interested persons and the customs officers. If this article (14) was strictly enforced, the Government would obtain fair and honest samples representing the marks of different grades and qualities of the cargo.

From statements made to me by importers in New York, Boston, and Philadelphia, it appears that the merchants' samplers always sample mark by mark, difficulties they admit are encountered in the illegibility of marks from discolorations of the packages (mats, bags, and ceroons), but they are overcome, and the work successfully done. Is it not reasonable to assume it possible for the Government officers to do the same? It is to the inevitable gain of the importer or broker in thus having the sampling or the laying out of the cargo not mark by mark, for large sums of money are saved to them in the lessened classification and rate of duty assessed. I firmly believe that the persistency with which articles 13 and 14 are violated indicate results of direct collusion between importers, brokers, and officers and employés of the customs service.

Article 15.—Relative to the selection and stenciling of United States sample packages, gross abuses have crept into practice. This article calls for "the packages selected as United States samples shall be stenciled in large characters, 'U. S. sample' (and in art. 19, 'U. S. re-sample'), in the presence of the weighing officer or inspector, * * * placed in tiers, so that the stencil mark may be readily seen by the sampler and the packages easily accessible for sampling." That which was found relative to the selection of the sample packages is applicable to the stenciling of the same, as the sworn testimony of examiners and samplers herewith submitted fully attest.

Briefly summed up the following is shown:

First. Care is not exercised that the United States stencil plates are properly guarded, for they are left hanging on the weigher's scale frames during lay-off hours, within easy reach of designing laborers, merchants and brokers' samplers, messengers, and refinery employés.

That illegal use has been made of these United States stencils, surreptitiously obtained and counterfeited, the testimony of Examiners Bowne (Exhibit 100) and McElwee (Exhibit 101), and other officers fully show.

Special reference in this regard is drawn to importations made within the past twelve months by Messrs. Elmenhorst & Co., Swift & Co., and Butler, McDonald & Co., at New York (the two last-named firms being represented by broker James Burt), which present such evidence of manipulation with fraudulent intent that the samplers refused to draw their samples until proper packages were selected.

The case of Elmenhorst & Co. was investigated, as I am informed, by Special Agent Hanlon.

Examiner McElwee, in his testimony (Exhibit 101), narrates the finding of a fraud or counterfeit stencil in connection with the sampling of the cargo of the *Crown Prince* imported by A. Luider & Co., June, 1887, at Harbeck's stores, and that the re-sample packages gave palpable evidence of having been stenciled with a fraud or counterfeit stencil plate (herewith transmitted, marked XX, with cut portions of the genuine stenciling showing the fraud). The above statements are corroborated in the testimony of Examiner Bowne (Exhibit 100), and the timely finding of the fraud stencil saved the Government considerable money.

Examiner McElwee (Exhibit 101) testifies as to another case of fraudulent stenciling which occurred in February, 1886, when he was a sampler; the cargo was one of Brazil sugar, landed at Watson's store, Brooklyn. He reported the case to Examiner W. S. Davis, and also to Appraiser McMullen, who sent Special Agent Hinds to investigate the matter. United States Weigher O'Brien, upon inspecting the cargo,

expressed his opinion that the packages had been irregularly stenciled. Examiner Bowne also confirmed the fraud. He understood that Special Agent Hinds found the fraud stencil plate and discovered the man who had used it, but nothing further, to his (McElwee's) knowledge, was ever done about it.

Special Agent Hinds, in his testimony (Exhibit 113), makes light of the matter, as a very trivial affair and unworthy of notice.

In August last, 1886, Mr. McElwee discovered fraud stenciling in connection with a cargo of Manila sugar, imported by Elmenhorst & Co., at merchant's stores, Brooklyn, 6,500 mats, containing five marks. He found the cargo nearly ready for sampling. Upon inquiring of the store-keeper where the United States samples were the man was in ignorance as to the sugars being in his store. The warehouseman, however, pointed out the sugar, which had been placed in different warehouses.

The United States samples when found gave positive evidence of having been irregularly and fraudently stenciled in the store and not on the scales or immediately after weighing, as the regulations require.

He reported the matter to the assistant appraiser and also to Examiner Bowne; the latter, when apprised, accompanied him (McElwee) to the stores and examined the stenciling, which gave every appearance of having been very recently done.

The foreman United States weigher, Mr. O'Brien, was again called, and it was agreed that inasmuch as Collector Magone had only recently been inducted into office, the affair should be smoothed over.

The assistant weigher, Mr. McCarthy, upon being shown the stenciled packages, repudiated them as *not* those stenciled by him; he found some of the packages had been stenciled with kerosene and lampblack, and were even then quite fresh, not dry.

Under orders from Examiner Bowne, samples from the fraud sample packages, representing $2\frac{1}{2}$ per cent. of the cargo, were drawn, and also 5 per cent. additional of each mark. As to the results, Mr. McElwee states he does not know, as he was never questioned in regard to it by the appraiser by Special Agent Hinds.

The main statements of Examiner McElwee are corroborated in the testimony of Examiner Bowne (Exhibit 100).

Mr. McElwee further states in evidence that he heard of other irregularities in stenciling in connection with an importation of Messrs. Swift & Co.; this is also confirmed by Examiner Bowne's testimony (Exhibit 100). That he, McElwee, understood certain store-houses received certain sugars because they offered unusual facilities for stenciling and sampling.

Examiner W. H. Townsend states (Exhibit 103) that he was warned by his superior officers to be "on guard" as to "fraudulent stenciling," as some of it had been done.

Sampler Peter Twomley states (Exhibit 144): "I have several times before sampling, upon my suspicions being aroused, looked for fraudulent stenciling."

It is stated in the evidence submitted that mat and bag United States samples at the refineries are not carefully laid aside, but thrown into a general heap, and afterward sorted out by refinery employes after the weighing has been completed, and in case the sugars be "Brazils," the United States samples are not piled separate from the general cargo, but are used to face up the cargo, often piled 10 feet high in the warehouse.

Importers receive from the shippers private information explaining the make-up of the cargo as to grades, especially when the invoice and entry state "n. m." or no mark. They thus deceive the customs officers as to the true components of the cargo, and then by the private information received they are enabled to separate the same as to qualities and grades, putting them into condition to sell, export, transship, or melt up, as suits their convenience. In the meantime the deluded (?) customs officers have sampled and appraised the cargo as of ("n. m.") no mark, with consequent loss to the revenue.

By the evidence submitted it is shown that examiners and samplers have been compelled to call upon importers for information as to the cargo, qualities, marks, etc., under treatment for duty; sometimes obtained and sometimes not obtained.

In my examination of more than 1,500 entries and invoices during investigation, hundreds of the ("n. m.") no mark variety were found, and yet, strange as it may appear, the weigher's return showed the cargoes in some instances separated, mark by mark, with weights filled in. This alone is an evidence of collusion between the importers or their brokers and the United States assistant weighers. The most important feature of the case is that while the weigher returns the weights as against each mark in a "n. m." entry, the United States samples have been designated and laid out, not by the weigher or inspector, as the regulations prescribe (article 4), but by the importer or his broker, and that such laying out is not done as the sugar is being discharged and weighed upon the wharf (as per article 4), but within the refineries, store-houses, and on private property to suit the importer's interests.

Further than this, it appears in evidence that the United States samples are placed in the most inaccessible places, and handled and re-handled by importers' and re-

finers' employés. In this connection the testimony of examiners and samplers fully attest.

Examiner McElwee (Exhibit 101) states that he has frequently protested against the weighing of several marks of centrifugal sugars on the scales at the same time without apparent result. That at the refineries the United States samples are trucked by refinery hands into their premises, piled up by them or by 'longshoremen without regard to marks, grades, or qualities, low and high grades mixed together.

On one occasion at the refinery of Havemeyer and Elder the United States weigher attempted to explain his right to weigh the sugar irrespective of marks or grades, that the collector had permitted it by orders. Mr. McElwee states he explained to him the moral impossibility for the weigher to return correct weights of each mark or grade when there were six or seven in the cargo and he was weighing them all as one mark. He reported the facts in the case to Examiner Bowne.

Samples of the sugar as laid out by the weigher, and samples of the marks properly verified were drawn and tested, and a difference of 3 degrees, equal to $\frac{1.2}{100}$ cent per pound, were found. Similar circumstances are given by Examiner McElwee in his Exhibit No. 101.

In a case last August (1886) at Congress stores, district No. 5, the weigher was discovered weighing the cargo of George Best & Co. (J. A. Dreyfous, broker), comprising Iloilo sugars Nos. 1, 2, and 3, grades of which vary from five to seven degrees, altogether as one mark. (This I term a lumped cargo.)

In extenuation the weigher claimed that the stevedore would not separate the marks; this occurrence he reported to Appraiser McMullen, with results as stated in evidence, viz, that the revenue was not defrauded by reason of the apprehension effected.

Mr. McElwee states that he has seen stenciling done in the inner precincts of refineries in violation of the provisions of article 19; that the United States samples are often laid out before or after the discharge of the cargo, in violation of the regulations.

In the case of the cargo of the *Isabel*, lately the weigher confessed to him his inability to distinguish the marks of the cargo, but went ahead in his weighing, and afterward filled out his dock-book as though the cargo had been weighed and the sample laid out mark by mark; that this is very often done and the revenue consequently endangered.

That United States samples are placed in such dark places in refineries that samplers are compelled to use lanterns to aid them in distinguishing the marks, and to see whether the samples were stenciled "United States sample;" that this is a very frequent occurrence, that the use of lanterns is indispensable when sampling in the refinery district (No. 2).

Supervising Examiner Bowne (exhibit 100) states he has never instructed examiners or samplers to refuse to sample sugars not laid out mark by mark, but to take additional samples from the general cargo, and thus protect the Government as well as possible; "that large quantities of sugar are entered at New York, indicated on the invoice no mark, whereby much difficulty is experienced by appraising officers in properly classifying the cargoes, thus jeopardizing the proper collection of duties."

That often the invoice indicates marks, while the permit says no mark, causing great "unnecessary labor and risk to the customs revenue." That weighers "ignore marks when weighing and that thereby the collection of the revenue is imperilled." This especially relates to Iloilo, Cebu, and Manilla sugars; that in sampling such "we do as best we can, the custom in vogue at the appraiser's store"

Mr. Bowne states in regard to the intentional inverting of the marks of Iloilo sugars by shippers to cheat the revenue, *i. e.*, No. 1, the highest grade testing 87 degrees for duty is marked as No. 3, and Nos. 2 and 3, testing respectively 85 and 79 are mixed together, to be separated by the importer on the receipt of private information. Very small quantities are marked No. 1. Mr. Bowne says:

"On account of this mixing of marks the interests of the revenue are imperiled. He has 'protested again and again to the collector's officers without result.' Citing the case of manipulation of sample packages, he refers to the 'trucking of United States samples into refineries, to be handled by their workmen at will.'"

He speaks of irregularities at the refinery of Havemeyer & Elder, in the removal of United States sample and United States re-sample packages into their inner premises, from the place they were originally put, by the weigher or inspector.

Examiner in Charge A. G. Remsen (Exhibit 102) states:

"I have heard of duplication of United States stencils at the warehouses in Brooklyn, also as to the substitution of other packages for United States samples, necessitating the drawing of other samples, also as to the changing of the heads of sugar casks, and the interests of the revenue endangered."

Examiner W. D. Davis (Exhibit 117) states: That he knew of irregularities in the stenciling of United States samples; he has found low and high grades of sugar mixed in the United States sample packages; he has found sample bags where the stencil-

ing and marks could not have been seen by the sampler, except by tearing the piles down; they were not placed easily accessible to sampling, as the regulations prescribed; a lantern is often necessary to distinguish marks; sample hogsheads he has found disturbed, by whom he did not know. He has reported to his superior officers that the regulations relating to the proper designation of United States samples and the placing of them convenient to sampling was being violated. He knew of refining people placing United States samples in close proximity to steam pipes, etc.

Examiner A. P. Hepburn states (Exhibit 112): That he has "repeatedly protested as to the manner in which United States sample packages were laid out; had to break down samples having irregular appearance; Iloilo, Cebu, and Manilla sugars are not laid out at the refineries, mark by mark; also that invoices and permits stated "m (no mark), but that marks were found."

Examiner C. B. D. Foskett (Exhibit 116) states: He has found samples not laid out mark by mark, and attributed the cause to merchants' samplers and others; "under these circumstances the United States samplers can not draw their samples properly." That Iloilo, Cebu, and Manilla sugars are permitted on the collector's order to be weighed as if without mark, although marks were found in the cargo. He has been compelled to ascertain from importers as to marks, in order that classification could be properly made. The use of a lantern is necessary with which to distinguish marks and stenciling; has found packages in the sample piles not stenciled "U. S. sample." Have found low and high grade sugars in the sample piles, as of one mark.

The above statements are confirmed by the sworn testimony of Samplers Twomley (Exhibit 144), P. T. Rahl (Exhibit 142), J. O'Donnell (Exhibit 141), Thomas G. McQuade (Exhibit 138), A. G. Mundy (Exhibit 137), F. Lemback (Exhibit 136), G. K. Gilbert (Exhibit 134), N. J. Flocken (Exhibit 132), A. B. Freeborn (Exhibit 133), and J. W. Cole (Exhibit 130).

Some of the above named admitted the irregularities candidly and freely, while from others the information was drawn with apparent reluctance to testify as to facts within their knowledge.

Article 16. The requirements of this article are not complied with, as samples are not always taken from the middle of bags, seroons (see report of Examiners McElwee and Foskett and Samplers Freeborn and Flocken (Exhibit 000) relative to drawing samples from the ears of bags); also other examiners and samplers testify that samples are piled up in such manner as to make it impossible to draw from the middle; as the ends and ears of the bags are more footy and sweaty, samples of sugars drawn from these test lower.

Examiner W. D. Davis (Exhibit 117) states, that he "finds samples laid out so that the contents can not be drawn from the middle of the packages."

Article 17. General samples from mats are made up upon the wharves and transmitted to the public store by some examiners in paper and not in tin-boxes provided for that purpose by the Department (see Exhibit 133, testimony of A. B. Freeborn).

Article 18. By the use of the knife permitted by these regulations a most superficial manner of drawing samples from these mat and seroon packages is allowed. While it is true that no account of the hardness and dryness of the sugar on the outside of these packages makes the drawing of them difficult, yet the interests of the revenue could be better enhanced and protected if the mallet and short trier is used, for by this method, which is adopted by merchants in New York and by the customs employés in Philadelphia, the samples can be drawn more fairly, and preventing the sampler from exercising discretionary power as to what sugar he shall throw out or what to retain when the broker requests him to cast aside the dry and retain the moist; in other words, influencing him to draw the samples in order to secure for him low classification. (See testimony of Examiner Foskett, Exhibit 116; also my own observations on the premises of the Brooklyn Refinery Company, previously noted in this report.)

Article 19. The United States sample and resample packages are not laid out according to regulations, but when the discharging officer or weigher, as the case might be, is good and ready, and not before. Sample packages are found to have been moved into the refinery and placed where steam-pipes are, also in near proximity to the melting pan, or moved to a remote locality in the store-houses, where, out of sight of officers, they can be manipulated, as previously stated in connection with the fraud stencil plates noted in comments on Article 15.

The last paragraph of this article (19) provides that "the boring or cutting by merchants' samplers of packages designated as samples or resamples until after the Government samples have been taken is strictly prohibited."

S. S. 6021, dated November 10, 1883, amends this clause of article 19 to the effect that, upon a written request made to the collector, he is "authorized to allow merchants' samplers to draw samples from not more than 50 per cent. of the cargo immediately after the landing and before weighing, upon condition that the sampling be done under the personal supervision of an inspector of customs. The boring of packages shall not be made within 6 inches of the center of the heads or ends,

and that as soon as the samples are taken the heads shall be plugged and the samples weighed by the proper customs officers."

This amendment is a most vicious one, and was prompted, drafted, and granted clearly in the interests of the importers, and particularly the brokers, without considering the interests of the Government or the revenue.

Still, if the requirements of the amendments were strictly carried out, matters might be slightly improved, but the fact is the regulation is ignored *in toto*, and merchants' samplers cut, slash, and draw their samples from *all* packages, wooden or otherwise, at will, and the inspector, weigher, or other customs officer is present and are practically indifferent to it. As to the weighing of the merchants' samples, this is never done. By no possible interpretation of article 19 or its amendment S. S. 6021 does warrant appear for the sampling of the United States sample packages by these merchants' samplers or brokers, but the testimony of the following-named United States samplers attest in the strongest terms to such almost daily occurrences, *i.e.*, A. B. Freeborn (Exhibit 133), I. Cole (Exhibit 130), N. J. Flocken (Exhibit 132), G. K. Gilbert (Exhibit 134), F. Leimbach (Exhibit 136), A. G. Mundy (Exhibit 137), T. G. McQuade (Exhibit 138), P. Twomley (Exhibit 144), making eight of the eleven samplers examined who confirm the above statement. (The three other samplers not examined were new men in the sugar division.)

The examiners who reiterate the samplers' statements, A. Foskett (Exhibit 116), McElwee (101), Bowne (Exhibit 100), Hepburn (Exhibit 112), Davis (Exhibit 117), making five of the eight sugar examiners whose duties take them to the wharves.

I fully recognize the necessity of the representatives of the importers drawing samples from their sugar imports in order to ascertain their value by polariscope, but this should not be permitted until the cargo is discharged and should be done in the presence of not only the collector's officers, but under the supervision of an officer of the appraiser's department, and under no circumstances should the United States sample and resample packages be drawn upon by merchants' employés.

Articles 20, 21, and 22.—These articles relate to meladas, which were not considered in this investigation.

Articles 25 and 26.—These articles are practically covered in my comments on preceding sections of these regulations.

Article 23.—This article is enforced, so far as the sworn testimony shows, but I am reliably informed that certain samplers are detailed to District No. 2 (the district of the Havemeyer & Elder Refinery Company, and other refineries) at the request of Brokers James Burt and Dreyfous, with only one month intervening, thus conforming to the letter and not to the spirit of the regulations.

Article 24.—Acts permitted under the enforcement of the provisions of this article form the ground-work of much wrong-doing and fraud attributed to the United States samplers at the ports of New York and Philadelphia.

The introduction of the trier, both "long" and "short," was the work of Special Agent Ira Ayer. The old auger used for boring and drawing the samples from wooden packages was thus superseded. The trier, properly used, is the best means extant of drawing samples, and can not be improved upon. Special Agent Ayer, in thus introducing the use of the trier, as ordered by this article of the regulations, gave the contract of furnishing them and accompanying apparatus for keeping them clean to certain firms and was approved by the Department in 1883.

He personally instructed the samplers how to use them and how to keep them clean. The articles furnished for this purpose may be found in the list transmitted to me by Appraiser McMullen at my request (Exhibit B Y). Sweet oil and sponges are furnished the samplers, though from the evidence it appears that crocus cloth (a description of emery cloth) is also furnished, with which to keep the triers clean.

Special Agent Ayer, according to the testimony of Examiner Bowne (Exhibit 100), Examiner Remsen (Exhibit 102), instructed samplers to use a wetsponge, with which to wipe off their triers before inserting them in the United States sample packages and personally showed examiners and samplers the manner of using same.

Assistant Appraiser Tice (Exhibit 99) states that he found the practice in vogue when he entered upon the duties in the eight division.

It is a well-known fact that water coming in contact with sugar lowers the polarization, and no one knew this fact better than Colonel Ayer, and yet by advice and instruction the use of wet sponges on triers was inaugurated, thus taking the fatal step which placed in the hands of dishonest samplers the very best method known whereby sugar for duty could be most easily manipulated in the interests of importers and brokers, while the customs revenue was being defrauded.

Whether or not this has been done in New York the accompanying evidence and statements of fact will very clearly demonstrate.

As far back as 1883, Sampler Gill called the attention of Colonel Ayer, Special Agent Adams, and other officers of the Department to the immoderate use of water upon the triers by the United States samplers (see Examiner Remsen's testimony, Ex. 102), but the use of the wet sponge continues uninterrupted.

Supervising Examiner Bowne (Ex. 100) states that his attention was called to certain samples upon which excessive amounts of water had been used by the United States samplers in sponges applied to their triers; Mr. Bowne says:

"There is necessity for the use of sponges, but not wet ones; this is not permitted by the regulations, but was authorized by Special Agent Ayer, who instructed all of us in this matter. It is not a fact that samplers use a *soaking* wet sponge upon their triers before inserting them in the sample packages. I have known a few instances where this was done and have reprimanded the sampler whenever I have known it. I have instructed examiners from time to time to pay particular attention to prevent the practice.

"A few months ago my attention was called by Examiner Remsen and W. D. Davis to some samples which were too wet. I investigated the matter, and found that water had reached the samples through accident on the part of some sampler wringing his sponge.

"I showed the wet samples to examiners and samplers, explaining how ruinous it was to the revenue, the use of water is, and as punishment I ordered the discontinuance of wet sponges on short triers for a week. * * * Sponges when used on long triers, when sampling hogsheads, are drawn through them before they were inserted in another package. But one sponge is used. In the case where water might be left in the triers, I always instruct the sampler to draw his thumb through the groove in the trier, that all the water that might remain be eliminated.

"A short time since I discovered that had been immoderately used in seven or eight sample cans. Inquiry being made by Examiner McElwee, in charge of the district, failed to discover who the sampler was who had used the water, and in absence of proof could do nothing but reject the samples."

Examiner in charge A. G. Remsen states (Exhibit 102):

"In a vague way I have heard of samples being improperly drawn on the wharves; Sampler Gill complained to me of the excessive use of water in the sponges; I think it is not so now.

"The least suspicion I have of the sugar being too wet, I call Mr. Bowne's attention to it and find out what district it comes from. About a couple of weeks ago I made such a report; it was on Mr. McElwee's district; I do not know who the samplers were; I did not find out the identical person who used the water. Samplers are warned not to use wet sponges and excessive water. Emery and oil are furnished samplers with which to keep the triers clean. I attribute the use of wet sponges to Colonel Ayer, and I believe their use is contrary to regulations."

Examiner W. D. Davis says (Exhibit 117):

"I do not permit any sampler to use a sponge so wet that water can be wrung from it, but we are permitted to use a damp sponge, as per my construction of Par. 24. I have seen certain instances where men have used too much water in their sponges in order to clean their triers, and have ordered them not to do so, and informed them at the same time that it would not show a normal sample and would be detrimental to the interests of the Government. This applied in a general sense to new samplers. I have so advised Isaac Cole and C. A. Fox, new samplers."

Examiner Foskett (Exhibit 116) says:

"I permit the use of a damp sponge, out of which no water can be squeezed. I do not remember, on the day that you, Mr. Byrne, accompanied me to the refinery of Havemeyer & Elder, that Sampler Flocken was using a sopping wet sponge on his trier when engaged in sampling. I did not know that you were a Government officer at that time."

Examiner McElwee states (Exhibit 101):

"I allow samplers under my charge to use a moist sponge that water can not be wrung from. The immoderate use of water will lower the test of sugars. Last fall Examiner Bowne showed me some samples which had dissolved and recrystallized. It occurred on the district samplers Leimback and O'Donnel were in. The condition of the sugar indicated the excessive use of water. It might have been done by the samplers, but I think, rather, it was done after the samples left the wharf, either while on the way to the appraiser's store or after they reached the eighth division, or while in the closet on the dock.

"Classification was made upon the balance of the samples; the wet ones were rejected.

"I asked Mr. Bowne why he did not report the matter to the appraiser. Subsequently he took the wet samples and showed them to the examiners and samplers on the wharves and told them if it occurred again he would report them to the appraiser. I have heard nothing of the matter since. A resample should have been made.

"Some three weeks ago I sampled a cargo of 605 hogsheads of sugar at the refinery of Dick & Meyer, Brooklyn. Examiner Bowne told me to be extra alert, that some of the men were using too much water; that there were one-third of the samples

which had to be rejected as too wet. (This was since we received orders that you, Mr. Byrne, was to examine into sugar matters.)

"I asked him how they classified the cargo. He said by the samples that remained; no resample was made. In the case of Sampler Twomley last fall, I took him and Sampler Freeborns to sample a cargo at Harbeck's store, Brooklyn.

"Twomley came around with a sponge (an unusual thing), when to sample mats a knife is required. He put the sponge on the mats and I felt of it and found that water was dropping out of it.

"He (Twomley) said he would go into the back part of the store and sample the 'C' mark. When he was through he laid his sponge down and I upon feeling of it found it perfectly dry. I told him to sample another mark. I then took his can of samples and emptied the contents out, and instructed Freeborn to sample the 'C' mark, which he did. When Sampler Twomley returned I noticed that the can containing the samples of the 'C' mark was an object of great solicitude to him (Twomley), who was not aware that I had emptied the sugar he had drawn out of the can.

"I reported the matter to Examiner Bowne, but he said as I had not retained the sample nothing further could be done. I have no doubt that I discovered Twomley in the manipulation of samples. The cargo was that of Charles P. Gardner.

"I have heard that it was a rule in the past for sugar men to pay money to United States samplers, with a view to influence them to work favorably."

Sampler I. W. Cole states (Exhibit 130):

"I know of no irregularities other than occasionally arises from sugars being not laid out mark by mark; and I have heard of one case where Examiner Bowne called our attention to some samples that he considered too wet. I have been warned with other samplers not to use a wet sponge."

Sampler Gilbert (Exhibit 134) says he used a damp sponge in one or two instances. Examiner Bowne states that somebody was using too much water on his sponge and warned us against the practice, showing us a lot of samples affected by the water.

Sampler L. McDermot states (Exhibit 139):

"My attention has been called by Examiner Bowne to certain samples of which he said water had been used in the sampling, and remarked, if it occurred again, he would report it to the appraiser. I do not know on which district the water was used."

Sampler O'Donnell says (Exhibit 141) he uses a moist sponge and that a certain amount of water is necessary, as also does Sampler Rahl (Exhibit 142); and also Sampler Leimbach says the same in Exhibit 136.

Sampler Freeborn (Exhibit 133) says:

"I do not use a wet sponge. A sampler could lower the test of a sample by using too much water on his trier."

Sampler McQuade (Exhibit 138) states: "I use a moist sponge; if it was too wet it would spoil the sugar in the box, and from what I have been told, would lower the test. I have been repeatedly warned not to use the sponge too wet, and have been shown sample cans of sugar which had too much water in them."

Sampler Flocken (Exhibit 133) says:

"I use a damp sponge to clean my trier, although I am furnished with crocus cloth to clean it with. I do not use a sopping-wet sponge, out of which water would run if squeezed, on my trier. Examiner Bowne called my attention to the matter; he informed us that it was irregular, and the men upon whose district it occurred were liable to be discharged.

On the day in last November (1886) when you, Mr. Byrne, was watching the sampling at the Havemeyer & Elder Refinery, I do not remember that I used a sopping-wet sponge. I remember sampling a row of hogsheads of sugar in your presence that day. I did not know that you were a Government officer. No one ever instructed me to use hot water in the sponge."

Sampler Mundy states (Exhibit 137):

"I use a sponge, very slightly damp. I have never used a wet sponge. I do not know of any sampler being paid directly or indirectly for manipulating sugar."

Sampler Twomley (Exhibit 144) states:

"I use a moist sponge. I have been repeatedly warned not to use my sponge too wet. I do not know what effect water would have on the test of sugar. I was never found in a store-house sampling with a sopping-wet sponge. Examiner Bowne one day showed me two or three samples in which water had been immoderately used, and remarked that they might be damaged bags."

James Smiley, sugar-mixer, United States laboratory, states (Exhibit 143):

"I have received from the sugar-room samples that were pretty moist. I have never called the attention of Dr. Sherer to the fact, but have mentioned it to other polariscopists in the laboratory. I have said to Mr. Cole, my associate sugar-mixer, that 'this sugar is moist,' and he has mentioned the same fact to me on certain samples. These sugars were not 'damaged.' While I had no knowledge that these sugars

had been tampered with, yet I know from my experience in sugar-mixing that these samples would test very low on account of this mixture."

Philo Cole, sugar-mixer (Exhibit 127), states as follows:

"I have been in the service since 1877. Sometimes the samples come to the laboratory very wet, soddy, heavy, footy, and very moist. This particularly moist sugar always necessarily entails very low tests. As I have been a 'damage examiner,' I know that these sugars are not 'damage' sugars. Had they been, I would have immediately reported the fact."

Cause and effect can be readily comprehended by perusal of the foregoing sworn testimony.

Whether or not the use of water by United States samplers, with consequent lowering of the classification for duty, is directly attributable to intent and collusion will be better understood by facts hereinafter presented under the subhead of "Interests and influence of sugar brokers," and the effect of same on the customs revenue as applied to imported sugar at the port of New York.

Articles 27 and 28. The requirements of article 28 are not enforced, and the application of section 2882, Revised Statutes, to the matter it is supposed to cover is a practical impossibility.

Article 28 provides that "sample packages designated and placed for sampling shall not be removed, without the written consent of the collector, until forty-eight hours after the statement of their classification has been publicly posted."

These regulations (S. S. 5725) became operative June 1, 1883. Under date of June 8, 1883, Special Agent Ayer, addressing Secretary Folger, recommended that article 28 be temporarily suspended, as the enforcement of the then new regulations entailed some delays and hinderances, and, in closing his letter (above referred to) to the Department, says: "The effect of the suspension of article 28 will be to release the sample packages to the importers as soon as the samples have been secured in cases, when so desired by the importers."

The Department concurred, and ordered the suspension of article 28.

Herein may be found the entering-wedge to wholesale abuses and dangerous violations of the regulations, which have occurred from that date to the present, and this, too, on the recommendation of the special agent of the Department in charge of sugar at the port of New York, *i. e.*, Colonel Ayer.

November 23, 1883 Colonel Ayer, recommended, the Department the restoration of the temporarily-suspend, portion of article 28, and under date of February 10, 1884, he (Colonel Ayer) writes to Secretary Folger as follows: "In order to facilitate business, and from the fact that the written consent of the collector, permitting the removal of sample packages before the expiration of forty-eight hours, etc., would not properly be given without reference to the appraiser, whose report on each case would ordinarily control, I am of the opinion that the regulation (article 28) should be changed so as to read, 'without the written consent of the appraiser, and that it would be still in accord with section 2882, Revised Statutes;' and further, as we now have telephonic communication with all the sugar-sampling districts, speedy communication can at all times be had direct with the appraiser's office whenever it may be found desirable to remove the sample packages or any part of the same before the expiration of the forty-eight hours prescribed. Upon verbal application of the importer or his agent (broker) to the examiner in charge of any district, such officer could at once ascertain from the appraiser whether it was necessary to retain the packages (United States samples) longer, and if not, they would be allowed to go."

"It will be apparent that the objects of this rule, which for reasons given in my letter of June 8, 1883 (above referred to), was intended to be only temporarily suspended, was to have the sample packages accessible in case any question should arise as to the correctness of the original sample, and it was intended, therefore, to serve as a check upon error and fraud in this branch of the service."

"From recent developments I am more than ever impressed with the necessity of the enforcement of these regulations (articles 28 and 50), and with the modifications herein suggested. I am satisfied that it must meet with the hearty approval of any honest importer of sugar. I respectfully recommend, therefore, that by circular instructions the provisions of the articles in question be again made operative, subject only to the modifications before indicated * * * which, when carried out, would redound greatly to the interests of the service. I can not too strongly urge the subject upon the Department's attention."

"Respectfully,

"IRA AYER, JR.,
"Special Agent."

The above was indorsed by Appraiser Ketchum and Special Agent Brackett, and resulted in the issuance of a letter (not a circular letter) addressed to the collector of the port of New York, by the Department, bearing date of February 27, 1884, authorizing the amendments asked for by Colonel Ayer (Exhibit R E), and since that date article 28, as amended, has been enforced at the port of New York only. The ap-

praisers at other ports informed me that they had no knowledge of such an amendment to article 28, and as a fact, neither had the Department, for on June 16, 1887, I addressed an inquiry to the Department as follows: "That I be informed as to amendments made, if any, to paragraphs 26, 27, and 28 (S. S. 5725) or ruling made, ordering the substitution of the word appraiser for collector, in the fourth line of paragraph 28."

Under date of June 18, 1887, Department's letter (J. G. M.) informs me that "No amendments have been made to paragraphs 26, 27, and 28 of said regulations, nor any order issued to authorize a substitution of the word appraiser for the word collector in the fourth line of the last-mentioned paragraph."

Upon prosecuting my search for facts, I have obtained copies of the amendments and order above referred to, and on the 23d of June, 1887, I informed the Department of the finding of such documents, stating also that the failure to find therein the Department's files in Washington evidenced either great carelessness on the part of the officers of the customs division at the Department, or failure to keep record of orders issued by the Department.

In view of subsequent light thrown upon this matter, it is quite possible that, for a purpose, the Department's files had been mutilated to the extent of the abstraction of all record appertaining to the amendments of article 28. I have previously called the attention of the Department to the absence from the Department's files of reports bearing upon frauds in sugar at the port of New York, made by certain officers of the Department at New York.

In considering the effect of the amendments to article 28, and its enforcement, as amended, I would respectfully call attention to the successful efforts of Special Agent Ayer to connect the sugar-sampling districts in New York and Brooklyn with the appraiser's store and to note that said telephonic connection was made, not with the appraiser's office, but with the office and sugar-room of the sugar division, to be used by the then assistant appraiser, Frank Hay, or by Examiner in Charge A. G. Remsen, and Supervising Examiner R. E. Bowne.

From this concentration much harm has resulted. Special Agent Gray, in his report on the "Moorewood Case," previously referred to, took occasion to condemn the action of Special Agent Ayer in being responsible for the suspension of the forty-eight-hour limit in article 28, and its effect, attributing the loss of United States samples, as was shown in that case ("the Moorewood"), as a result in the failure of the appraising officers to collect the full duty upon the sugar involved in that case, for the United States sample packages had been consumed without the consent, written or verbal, of the collector or appraiser.

Attention is also asked to the omission of the word written (preceding "consent") from the amendment authorized by the Department to article 28. By this omission all guaranty of safety in granting the requests of importers and their brokers was removed, and verbal consent, not of the appraiser of the port, or even of the assistant appraiser of the sugar division, but rather, whosoever happened to answer the telephone calls in the sugar-room appears to have been and is still sufficient.

The abuses which have sprung up, and by reason of which the lawful operations of the customs appraising officers have been hampered and great loss entailed upon the customs revenue is best set forth in the sworn evidence, to wit:

Examiner-in-charge Remsen says (Exhibit 102):

"Packages designated and placed for sampling have been removed before the forty-eight hours prescribed by regulation have elapsed. The United States sample office of district No. 2 is upon the premises of the Havemeyer & Elder refinery, with direct telephonic communication with the sugar-room of this division.

"It often happens that the examiner then on district No. 2 obtains information from myself or of Supervising Examiner Bowne as to certain sugars of the Havemeyer & Elder Refinery Company, whether they have been tested; if they are all right; if the tests are acceptable to Mr. Burt, their broker, and as to whether the samples can be melted up; this invariably within twenty-four hours of the drawing of the samples, thus facilitating the importations of Havemeyer & Elder. This is the only Government telephone wire connected with any private refinery."

Supervising Examiner Bonne (Exhibit 100) states:

"In regard to the melting up of sample packages, referred to in article 28, examiners on the sampling districts, over the Government telephone, have communicated with me and inquired whether or not the samples (United States) could be melted up. I have replied that, so far as we were concerned, the tests were satisfactory, and that the representative of the importer was satisfied with the classification.

"Frequently it has been the case, when resamples have been required by the importer, that they have been already melted up; and it has also happened when the Government required a resample, as for instance, in the Moorewood case. The five Government sampling districts, direct telephonic communication is had with the sugar-room, and it is of daily occurrence that instructions issue over said wires between the districts and the sugar-room."

Examiner W. D. Davis (Exhibit 117) says:

"I have directed samplers to draw samples from resample packages, and we found that they had been melted up. I can not explain why this was done. I have never heard of the seizure of a cargo because of the violation of the regulation."

In the very next paragraph in his testimony Mr. Davis says: "I know of no violation of article 28," having just admitted knowledge of such fact.

Examiner Foskett (Exhibit 116) states as follows:

"I never heard of article 27 and the section of the Revised Statutes 2882 being enforced. As to article 28, I have sometimes found on directing my samplers to draw from United States sample and resample packages, that they have been melted up. This has happened when resampling had been ordered by the eighth division. I have often been asked by refinery people, when I was on duty at the refineries, to telephone to the eighth division and inquire whether it was necessary to hold certain samples and resamples longer in order that they might be melted up, and such permission has been telephoned to me from the eighth division that they could be melted up."

Examiner McElwee (Exhibit 101) states:

Remsen, asking could they, the refining people, melt up sample; was it all right?

"While on duty on district No. 2, Examiner Bowne would telephone to Examiner When I have made the inquiry the answer would be, we will know about 11 o'clock and will ring you up; this would be the time that Broker Burt would be there to inspect his classifications. In due time I would get the answer, either asking for a resample or ordering the melting up. This of course satisfied me that Examiner Bowne was communicating directly with Broker Burt. This has been of frequent occurrence. I reported the matter to Assistant Appraiser Tice when he was first appointed."

"I have on several occasions found the resample packages melted up by the refiners before I could reach them, in violation of article 27. If collusion was to be carried on between the examiner, sampler, and importer, the samples could be drawn and the rest melted up, thus depriving the Government of a resample, as called for in articles 27 and 28."

Examiner Jacobs (Exhibit 111) states:

"Sometimes when I am at work in the sugar-room I receive messages from examiners asking if certain cargoes, on which resamples had been called, if we were through with them, as the refiners wished to melt the sugars. Importers sometimes withdraw their requests for resamples."

Sampler I. W. Cole (Exhibit 130) states:

"When we have been sent to draw samples we have sometimes found them melted up."

Sampler Gilbert (Exhibit 134) states:

"I have been sometimes ordered to draw samples from resample packages, and upon inquiry have found that the samples and resamples had been melted up."

Sampler McDermott (Exhibit 139) says:

"I have been sent lots of times to draw samples, and have found the original samples melted up."

Sampler Leimbach (Exhibit 136) states:

"I have been sent to draw resamples and found the samples had been melted up. I have heard permission given over the telephone from the eighth division to refiners to melt up certain sugars."

Sampler Rahl (Exhibit 142) states:

"I know Broker Dreyfous by sight. I have heard him ask an examiner to telephone Mr. Remsen as to whether the test of a certain sugar had been made, and permission has been granted to melt up the sugar. I have been sent to draw samples from resample packages and found them melted up."

Sampler Freeborn (Exhibit 133) says:

"I am often asked by refinery employes to call up the examiner at the appraiser's store and ascertain if they can melt up sample packages, and receive favorable reply. Owing to this practice, the Government is unable to draw a resample in case it should be required, and is contrary to regulations."

Sampler Flocken (Exhibit 132) states that he has been in the sampling room on the Havemeyer & Elder refinery, when permission has been granted by telephone from the eighth division, to melt up resample sugars.

Sampler Mundy (Exhibit 137) states:

"I have been present in the district office when the examiner has called up the sugar-room, and asked what a certain sample tested, and also if certain sugars could be melted up, and the answer was that they could."

Sampler Twomley (Exhibit 144) says:

"I have sometimes been sent to make a resample, and found them melted up; this always occurs on the refinery district."

Assistant Appraiser T. S. Tice (Exhibit 39), states:

"On or about May 28, 1887, a request was made to me, in writing, by Smith & Shipper, owners of 5,600 bags of sugar at the Dick & Mayer refinery, asking that a resample be made of said cargo. Examiner Koskett was detailed to resample the same. He found of the total number of United States resample bags that but 180 remained, the balance having been melted up. The case was investigated by me, and all the papers and facts presented to the appraiser (Exhibit B 41). I have heard nothing further in the case."

By reference to the papers referred to, it appears that on May 23, 1887, Messrs. Smith & Shipper wrote to Mr. Remsen as follows:

"As the test of the original samples taken from 5,600 bags sugar, ex Viking, from Maroim, is not satisfactory, we request that the cargo be resampled," and on May 27, 1887, they write: "The refiners, contrary to our orders, have used up about 100 bags of the custom-house samples, and the Government sampler refuses to take samples of the remaining portion. As there are about 180 bags (samples) still left, we would request you to instruct your men to take samples from these."

In the report of Examiner Koskett (Exhibit B 41), he says, that not only did he find that some 100 of the United States resample bags had been melted up, contrary to regulation, but that laborers were taking bags from the general cargo to make up the shortage in the samples; also that the bags gave evidence of having been fraudulently stenciled, the marking-ink being freshly put on.

I find it to be generally the case, that United States sample and United States resample packages are melted up at the refineries immediately after the samples are drawn, thus depriving the Government of obtaining new samples when the appraising officers are in doubt as to the accuracy of the original sampling, or in the event of the first samples showing signs of being tampered with by the use of water or in the substitution of low or inferior grades for the proper or higher grade samples.

From the facts set forth in the foregoing, I think it may be reasonably stated that articles 27 and 28 are practically dead letters.

The reason why section 2882, Revised Statutes, has never been applied for the violation of these articles is that seizure of the sugar can not be made, it having gone into consumption—melted up. Secondly, the appraising officers, under whose jurisdiction this matter of the removal of the United States samples before forty-eight hours have elapsed comes by reason of the amendment to article 28, which is in force, thus removing the matter from the province of the collector; and for the existing state of affairs Special Agent Ayer must be held primarily responsible.

Article 29. With respect to the enforcement of this regulation I think compliance has been generally had, typified by the maintenance of telephonic communication between the districts and the eighth division. The telephone, however, is wrongly located, viz, in the sugar-room, where the samples are made up and the results of classification first known. Incalculable harm has been done, and is being committed daily, by the improper uses to which the telephone is being put.

Classification.

Article 30. Comparing sugars by Dutch standard is a farce, as the very small amount of sugar imported at New York above No. 13 Dutch standard attests (see statistics).

It is well known that "Beet First" sugars are invariably above No. 13 Dutch standard in color, yet the duty is assessed by means of polarization.

S. S. 7503, dated May 6, 1886, is persistently ignored by importers; not 2 per cent. of the entries examined by me showed their polariscopic test, and thousands of tons of centrifugal sugar sold upon a guaranteed test of 95 degrees upward, and duty subsequently liquidated on the basis of 95 degrees are not noted on the entry as of 95 degrees test.

Article 31. This article is not enforced, as I failed to find an instance wherein two examiners passed upon sugars above No. 13 Dutch standard, and in cases of resample the retained sample is never used, but the original samples are drawn upon.

If an honest resample were desired it would seem natural that the retained sample would be used for such purpose, this being the object it was desired to serve.

When the importer asks for a resample his object is to lower the classification; this he can best effect through a reclassification of the original samples rather than through the retained sample; this privilege is accorded him.

Article 32. The requirements of this article are ignored completely. In order to ascertain why this regulation was not enforced I propounded the following inquiry to Appraiser McMullen, who Approved the reply made by Assistant Appraiser Tice. (Exhibit O. B. 4.)

"Article 32 requires that bottles containing classified sugar samples of above No. 13 D. S. in color shall be sent to the collector at the time the invoice is returned etc." Is this done?

"Answer. No."

"Please furnish order of the Department relative to the same."

Answer. "I am unable to furnish any such order." The appraiser thus admits the non-enforcement of article 32.

Article 33. It appears that this article is held by many to be the most important one of the sugar regulations, S. S. 5725, and I desire to call special attention to its provisions and to the amendments subsequently made; to this end I present a careful review of the facts surrounding in order that clear comprehension of the condition of affairs involved may be had, as involved by my investigation.

The crucial portion of this article is the following clause: "An additional sample * * * shall be held in the examination room until the final classification is determined."

Herein is presented a certain vagueness in the wording of this clause, entailing upon appraising officers the exercise of powers not contemplated by any Treasury regulation, and apparently in conflict with the United States Statutes, inasmuch as the attempt is made to show by inference, if by no other way, that classification for duty is dutiable, amendable, and reversible at the will of the importer, under the construction put upon this article by the appraising officers at New York.

The statutes clearly define the rights of importers in their principles for re-appraisement and upon protest and appeal from erroneous appraisements, and prescribing the duties of appraising officers in these regards without ifs or ands.

Classification of sugar by means of polariscopic tests means a certain form of appraisement, and is recognized and accepted as such at all the sugar importing ports of the country save at New York.

Here a system of reclassification, obtained by importers, or, more particularly, their brokers, or their verbal and written request to examiners, has sprung into existence, perpetuated and fostered by the officers of the sugar division, and countenanced and approved by the appraiser of the port.

By the means in vogue the brokerage and commissioner of brokers is enhanced according to their influence with appraising officers in their efforts to alter and lower the classification (appraisement) for duty of the sugars they represent.

Instead of the regulation prescribing the duties of appraising officers (in this regard to sugar) in conformity with the statutes it is found to be in contravention of the same.

The term "classification," as applied to sugar in the regulation (S. S. 5725), is applicable and relates only to the comparison of color by the Dutch color standard in thus ascertaining grades. Since the abrogation of the Dutch standard as a means for the ascertainment of the rate of duty to be assessed and the use of the polariscope substituted the term classification is nullified in its proper application, for by means of the polariscope the saccharine strength of the sugar is ascertained, and according to its strength "test" duty is to be assessed as per tariff schedule.

Section 2901 of the General Statutes provides that "the collector shall designate * * * packages of every invoice to be examined at the public stores and appraised."

Section 2916 General Statutes require of the Secretary of the Treasury that he shall by regulation prescribe and require that samples from packages of sugar be taken in such a manner as to ascertain the true value of such sugar.

Section 2940 General Statutes provides:

"If the importer or agent of any merchandise be dissatisfied with the appraisement he may give notice to the collector in writing of such dissatisfaction, etc," and thus secure a re-appraisement.

Referring again to article 33 of the regulations (S. S. 5725) it is found that a sample box full of sugar is to be sent to the laboratory for polariscopic test.

These polariscopists are regularly appointed examiners, and by the determination of the value of the sugars by them obtained the "basis for appraisement" is reached and so reported upon a certificate to the assistant appraiser of the sugar division.

Appraisement is thus made by the examiner, who has ascertained, by testing in duplicate, triplicate, and sometimes in quadruplicate, the samples of the sugar which represent the importation. Duplication of tests is intended to prevent possible error in the use of the polariscope.

It is pertinent now to show the use made of the retained sample, as the wording of the article (No. 33) would most naturally imply.

It is, that should the appraising officers be of the opinion that the Government's polariscopic tests were too low, in other words that the Government could not under the tests reported as "basis for appraisement" receive its full and proper duty, or by reason of defect in the samples sent to the laboratory (*i. e.*, the original sample), the examiner in charge could send to the laboratory a part of the "additional" or "retained" sample for the purpose of effecting verification of the results ascertained on the "original sample," and this done in the interests of the customs revenue.

To suppose that an importer or his broker who is desirous of securing the lowest

possible appraisement of his sugars can, by merely expressing his dissatisfaction with the duly reported appraisement, secure at the hands of the examiner another appraisement (retest), is preposterous, and clearly in conflict with the United States Statutes relative to appraisement.

Further than this, should the second or even the third appraisement (retest) show a higher rate of duty (when the importer or broker seeks only a lower one), he is privileged to certify his acceptance of the appraisement made upon the original sample and original tests, and the same is kindly granted, though the revenue may be palpably defrauded thereby. This procedure is found extant at the port of New York, and to its existence Special Agent Ayer is primarily and mainly responsible, while the appraiser is clearly amenable to the law for permitting such infraction of the same.

How the practice came in vogue is best seen by perusal of the letter of Special Agent Ayer to Secretary McCulloch, dated March 6, 1885, which will be found upon page 83 of this report, and to which I would respectfully ask careful attention to the statements therein contained.

The Department, relying upon the intimate and thorough knowledge of sugar matters, currently attributed to Special Agent Ayer, issued Treasury circular dated April 15, 1885, embodying the salient features of Colonel Ayer's recommendations, though certain changes were made in said circular at the solicitation of Special Agent Ayer in his communication to the Department, dated April 22, 1885. Article 2 of said circular, which amends and enlarges the scope of article 33 of the regulations (S. S. 5725), reads:

"It appears in the case of certain sugars, particularly of low grade or containing sand, it is difficult to ascertain the true polarization of a mark by a single test. It is directed that so much of the mark shall be retained on the wharf as will permit additional samples to be sent to the laboratory when the test of the original sample is not satisfactory. In both the foregoing cases the accepted test of the sugar should be the one most nearly coinciding with the average of all the tests made."

Upon the promulgation of this circular it all at once struck Colonel Ayer that the object of his amendment, as recommended, has missed fire, inasmuch as the retention of the additional samples upon the wharf could not give to appraising officers the opportunity to "effect the exercise of judgment" and "to liberalize action in certain cases," as his report reads.

The additional sample retained on the wharf would then be utilized on in case re-samples were asked for, and his object would be defeated, which was, as can be clearly seen, to give the importer the opportunity to claim that the classification was not satisfactory to him, and to ask for retest, either by verification of the results ascertained on the original sample or by the submission of the retained sample for polariscopic test by the examining officers (not the appraiser).

Such requests for retest have been granted under an elastic and erroneous interpretation of the regulations.

By appealing to the Department Special Agent Ayer secured the necessary change in the circular, as evidenced in S. S. 6911, dated May 9, 1885, which requires that, in lieu of "marks shall be retained on the wharf," it should read, "samples taken from original packages shall be retained by the appraiser;" and thus it stands, a menace to the proper collection of the revenue and a cloak for the commission of unlawful acts.

Thus was inaugurated the ruinous system of retests at the request of sugar brokers, and attempt is made by certain appraising officers at New York to justify their acts under the strained interpretation of article 33 of S. S. 5725 and its amendment in S. S. 6911.

Special Agent Ayer, in his letter to Appraiser McMullen, dated May 25, 1885, in pleading for the retention in office of Assistant Appraiser Hay, states "that unscrupulous importers managed, by improper influences and means, to get in their sugars at lower rates of duty than others. * * * I submitted a form of regulations looking to the correction of the evils referred to."

Another feature was brought to the surface through Special Agent Ayer's efforts, viz., the tending to facilitate the lowering of appraisements of sugars from the original classifications, in the verification of original samples, at the request of importers or their brokers who were dissatisfied with their classifications and of which they were formally notified, as per regulation.

This was effected in the appointment of Mr. R. E. Bowne as supervising examiner. (Exhibits X 0, X 1, and X 2.)

Assistant Appraiser Hay reports to Appraiser McMullen, under date of May 2, 1885, as follows: "I greatly desire to have one of my most experienced examiners detailed to supervise the sampling of sugars and attend to the verification of original sampling when it may be thought necessary for the protection of the revenue." The Department authorized the detail of Examiner Bowne in a letter to the collector of May 18, 1885.

The Department authorized the detail of Examiner Bowne to attend to the verification of original sampling when this may be necessary for the protection of the revenue ; not when the importer or the broker is dissatisfied with the officially made appraisement by classification, and he asks for and secures the services of Examiner Bowne in the verification of the test of the original sampling ; thus the anomaly is strikingly apparent. The Department authorizes the verification for the protection of the revenue. The officers of the sugar division grants and makes the verification in the interests of the broker or importer in order to lower the test and thus deplete the revenue ; for should the verification, retest, or test of the additional sample increase the rate of duty by showing a higher polariscopic test, which, by the way, is very rarely the case, then the importer's broker waives the finding which would increase the duty and accepts the results as obtained by the original test, and strange as it may appear, this is accorded him.

Were the letter and spirit of the Department's order carried into effect, viz: when "verification" is permitted "for the protection of the revenue" the result obtained by such verification when the rate of duty was increased should be made binding upon the importer without option, save by reappraisement and appeal through the regularly prescribed forms of law.

Colonel Ayer actually explains upon what grounds upon verification or retest of the original sample showing a higher rate of duty should be set aside, viz: that such increase of duty would be unfair to the importer, inasmuch, that by the lapse of time the samples would dry out, and naturally higher tests would accrue.

This being true, why then the verification? The answer is self-evident, *i. e.*, that by means of verification, retest, etc., the importer can secure a change in the classification and the duty to be paid by him reduced, and not for the "protection of the revenue."

By the sworn testimony of the officers and employes of the sugar division, it is conclusively shown that article 33 is not complied with, according to its spirit, and that under strained and erroneous interpretation, great abuses, with consequent enormous loss to the customs revenue, is daily entailed. Further in this connection is to be found in this report under the caption of "Brokers and their influences and interests."

Articles 34 to 37 and 41 and 42, relating to polarization, by which means appraisements of sugar for duty is ascertained, I will treat collectively.

These paragraphs were drawn by Dr. Edward Sherer, chemist in charge United States laboratory, as colaboreteur with Colonel Ayer. This Dr. Sherer admits was a fact (Exhibit 104).

Before considering the enforcement of these paragraphs of the regulations, it is proper to inform the Department of the personnel of the United States sugar laboratory force, the qualifications, efficiency, and character of these officers, *i. e.*, examiners, whose duty it is as *de facto* appraisers, ranking as examiners, to ascertain by scientific analysis the polarization of sugar, thus determining the rate of duty to be assessed upon the commodity, which, as is well known, pays into the customs revenue the largest amount of duty collected upon any one class of goods.

Edward Sherer, chemist in charge, was appointed May 5, 1880, being selected by Special Agent Ayer to succeed Dr. Tilden, chemist. Dr. Sherer was a member of the firm of Sherer Bros., sugar chemists, 122 Front street, New York. Dr. Sherer is undoubtedly a skilled polariscopist and thoroughly understands the treatment of sugar for duty, and his opinion upon sugar matters carries much weight with the appraiser of the port, as well as with his brother officers; his salary is \$2,500 per annum.

H. J. Abbott, examiner, who is in charge in the absence of Dr. Sherer, is a singularly illiterate man whose "picked-up" knowledge of polarization scarcely fits him to occupy the important position he does; he has had no chemical training, nor does he possess qualifications which would entitle him to recognition as a careful sugar chemist by the trade. He was appointed June 11, 1883. His present salary is \$2,000 per annum.

Robert Rigney, examiner, was appointed July, 1883; he had possessed little or no chemical training other than what he acquired as an assistant at the sugar laboratory of Dr. Sherer, at 122 Front street, and through the latter's influence Mr. Rigney received his appointment at a salary of \$1,200, but in 1886 advanced to \$1,800 per annum.

Gottfried Landsmann, who states that he is a naturalized citizen, but refused to show his papers when requested by me to do so, is a native of Prague, Austria. He came to the country in 1882 at the age of 25 years. He obtained his knowledge of testing sugars in Austria. He is not a graduate of any educational or scientific institution, his chemical information "being picked up;" through the influence of Dr. Sherer and Special Agent Ayer he was appointed to his present position at a salary of \$1,200, and about ten months ago was advanced to \$1,800 per annum through Appraiser McMullen.

He is but thirty years of age, and has but an indifferent command of the English language.

I entertain serious doubts as to his fitness to occupy the responsible position he fills. I further question whether he is, as he claims, a citizen of the United States.

Theodore G. Morse, examiner, was originally appointed messenger, detailed as clerk in the second division November 1, 1880; transferred to the sugar laboratory March 25, 1884. In 1885 he passed the civil-service examination, and became an examiner and polariscopist at an annual salary of \$1,200.

In October of 1886 Dr. Sherer ordered Examiner Morse to discontinue the reading of tests by polariscope, and since that time he has simply mixed and otherwise prepared the sugar solutions.

Mr. Morse fully satisfied me of his competency to test sugar, and the restrictions placed upon him by Dr. Sherer must be attributed to personal motives, prompted for his openly avowed dislike for Sugar Broker James Burt, with whom Dr. Sherer is notably intimate.

Samuel F. Ball is a sampler, acting examiner, and performing all the functions of such, except that he affixes his initials to certificates of tests instead of his signature.

Mr. Ball was appointed an opener and packer June 18, 1885, and October of the same year was made a sampler and detailed to the sugar laboratory at an annual compensation of \$1,200.

He is now twenty-three years of age. In 1882 or 1883 he was a boy employed in the laboratory of Sherer Bros., 122 Front street, of which firm Dr. Edward Sherer is the head; thus in his eighteenth year he commenced to mix sugar preparatory to testing, and there he acquired what knowledge he has in the testing of sugars, and with the slight experience gained, he is detailed as acting examiner and polariscopist in the United States laboratory in his twentieth year.

Mr. Ball, it appears, was a protégé of Sugar Broker James Burt, to whom, with Dr. Sherer, he owes his present position. Notwithstanding Mr. Ball's youth, inexperience, and lack of chemical training, Dr. Sherer has placed in his hands the testing of all "damage sugar," and the testing of comparative samples which go to Boston.

I consider Mr. Ball entirely unfit to hold his present position, and the performance of the duties of an examiner by him, as permitted, are illegal and a reproach to good administration.

Earnest J. Chapman, messenger, acting examiner, and polariscopist, was originally appointed August, 1880, as office laboratory boy to Dr. Sherer. In July, 1885, he was removed, and re-appointed October, 1885, as messenger at \$840 per annum, and detailed at the request of Dr. Sherer to the laboratory, where he assists in the classification of wools, analines, etc., but is called upon by Dr. Sherer to polarize sugars. He is now twenty-two years of age, and, as he says, he has "picked up his knowledge of chemistry in the United States laboratory." He admits that he does not know how to adjust a polariscope or use a quartz plate; his instrument is adjusted for him by Dr. Sherer. He is allowed only to put his initials to "certificates of tests."

Alfred Flowers, sampler, acting clerk of the laboratory, was appointed in 1879, at \$1,000 per annum, and January 20, 1880, his compensation was increased to \$1,200. When there is a pressure of sugar work Mr. Flowers acts as polariscopist. From his eight years experience in the laboratory, he has acquired the use of the polariscope. He is a thorough and painstaking officer and particularly familiar with the workings of the laboratory. His especial duty is the making out of the certificates of polarization, reporting the tests for classification, and receiving the requests for verification, retest, etc."

John F. Davis, examiner, appointed April 27, 1880, present salary \$2,200 per annum, assists in the polarization of sugar when there is a rush of such work, but his usual duties are in the general laboratory.

William D. Crumbie, examiner, appointed July 13, 1883, present salary \$2,200 per annum, occasionally assists in the polarization of sugars in New York, being considerably so employed during the busy season. His regular duties appertain to other chemical work. He is detailed to test all sugars entered at the port of New Haven, Conn.

The above named comprise the sugar-testing force in the United States laboratory. Messrs. Crumbie, Davis and Chapman are occasionally employed in testing, especially in the busy season of the year.

It is noteworthy that of the polariscopists but two, Dr. Sherer and Mr. Crumbie, are trained chemists; "picked-up knowledge" and practice seem to be their qualifications and especial fitness for the most delicate and responsible work.

The sugar trades utilize the services of such chemists as Drs. G. E. Moore, A. Grund, Weichert, Harnish, and Messrs. J. W. Rigney, Dagenhardt and Cassamajor, skilled scientific chemists, to polarize their sugars for trade and refining purposes.

Compared with these well known analytical and consulting chemists the New York sugar laboratory stands at great disadvantage. The men are exceedingly youthful in age and appearance, and, with the exception of Dr. Sherer and Mr. Abbott, lacking in

practical experience. Even the latter must be classed as but the makeshift of a chemist. (I refer to the men regularly and entirely employed on sugar work.)

In the testing of sugars for classification the operators are paired, each reading the same sample in solution and then comparing their results, grand results being supervised by the chemist in charge.

It is timely to note how these men are paired in order to obtain the best results in the work of testing, viz: Abbott and Landsmann, Rigney and Ball, and when Chapman is testing he works with Dr. Sherer. Abbott reads with Morse, or did until he was ordered by Dr. Sherer to discontinue and attend to mixing and weighing. In point of ability to read the instrument with fair accuracy, the men stand relatively thus: Sherer, Abbott, Rigney, and Morse; their partners are Landsmann, Ball, and Chapman, who are not as capable; consequently can not read as close in the tenths of each degree or per cent.

By this grading of the polariscopists, a variance of from two-tenths to five-tenths per cent. is found invariably to exist on the individual readings of the solutions in duplicate.

Now, as article 35 of the regulation appears to permit the acceptance of the test not varying more than three-tenths of 1 per cent. with the test of the duplicate as the test which shall be accepted as basis for classification, it will be readily noticed that the above grading and pairing of the polariscopist insures a variation in the test, and as the lower test prevails lower classification rules, thus in a measure accounting for the statements of all the New York public chemists, noted previously in this report, that the United States laboratory officers are always lower in their tests than are the public chemists.

To the dropping of the three-tenths of a degree or per cent. can be partially attributed the lower classifications resulting in New York, of which the customs officers and sugar merchants of Boston have most strenuously maintained.

The record kept of the laboratory work in New York shows that a small per cent. of the samples have been tested in triplicate or quadruplicate. It has been found necessary to make many tests of the same sample when radical disagreements existed in the test of the duplicate.

I am prepared to state that articles 34, 35, and 36 are enforced. At the same time I would respectfully direct attention to the systematic dropping of two-tenths and three-tenths of a degree, ruling in the laboratory, and by means of which the duty is invariably affected; but in case where the duty would be ever affected by the retention of the fraction of degrees, said fractions stand prominently in the record. The absence of one-tenth, two-tenths, and three-tenths, and the preponderance of even degrees, five-tenths, seven-tenths, and eight-tenths, is striking.

I have tabulated the laboratory work at the ports of New York, Boston, and Philadelphia, which is presented with this report with full explanation attached.

It seems to be an established custom in the sugar division, which has also been accepted as a rule in the sugar laboratory, to give the importer in the polarization of sugar the benefit of the doubt, especially if said doubt would lower the classification for duty.

II. The persistent dropping of three-tenths of a degree affects seriously the revenue to be derived from sugar duties.

III. The verification of the tests of the original samples invariably changes the rate of duty to be assessed, by lowering it. (See table of tests and retests).

IV. That sufficient care is not taken in the preparation of the sugars for solution, and strongly colored solutions which lead to lower the tests are daily permitted (my own observations and so stated in the testimony of some of the examiners.)

V. That favoritism is shown toward certain sugar brokers and their samples receive special attention.

VI. That the work of the making of retests and verifications form a large portion of the work at the New York laboratory.

VII. That laboratory employes frequently visit the sugar-room where the samples are prepared and that communications pass between the brokers and the polariscopists.

VIII. It is conclusively shown by the comparative tests of sugar in the dry substance, exchanged monthly between the ports of New York, Boston, and Philadelphia, as per article 38, that by the exercise of care in polarizing uniformity in testing can be obtained. (See exhibit transmitted herewith).

IX. A very dangerous practice I found extant, viz: The holding back of the tests of certain importers' sugars, and not returning the certificate as soon as made to the eighth division.

In order that the facts may be shown, as stated in the sworn evidence obtained by me, I submit the following excerpts:

Examiner-in-Charge Remsen states (Exhibit 102):

"Employes of the laboratory visit the sugar-room occasionally, though regularly appointed messengers are at all times available for the proper transmission of informa-

tion and legitimate work. The chemists who visit the sugar-room are, Dr. Sherer, Abbott, Landsmann, Davis, Morse, Rigney, Wainright, Ball, and others."

Thus the chemists can ascertain whose sugars they are to test. There is no legitimate business that could take these officers to the sugar-room, and as the two departments are remotely situated, such intimacy between the employes preparing the sugar samples and those who are to test them is not good administration, but a practice fraught with danger to the revenue.

Examiner Remsen further states:

"I understand that Dr. Sherer interprets the regulations as permitting the dropping of three-tenths of a degree in the classifications made from the tests. This accounts for the number of even degrees noted on the invoices as the classification. If tests of a sugar sample made in the laboratory read 96.1, 96.2, and 96.3, the test that I should note for classification would be 96.1, but as a matter of fact, this does not very often occur, because the tests as a rule do not read 96.1, 96.2, and 96.3, but do read 96.4, 96.5, 96.7, and 96.8. When the tests read up as high as 96.4 to 96.8, the dropping of three-tenths of a degree does not affect the duty, but when they read 96.1 to 96.3 they do."

Examiner Abbott states (Exhibit 124):

"In case a sample tested 96.1 and again tested 96.4, a retest would be necessary, and supposing the retest showed 96.4 that test would be taken.

"The rule of the laboratory is, duplicate tests are required by regulation and more tests are made in case of disagreements. We use the three-tenths latitude allowed by paragraph 35 in the regulations in reporting our tests. Sometimes the tests repeat themselves, *i. e.*, 96.1, 96.1; but I would not swear by that one-tenth. They often read 96.2, 96.2. But the variance between the first and second reading would be more often three-tenths of a degree, up or down. This relates to the reading of tests and retests and applies to low-grade sugars more particularly, as they have a color in solution which influences the tests. We have no method of removing the color, and so tests vary from three-tenths to five-tenths of a degree.

Centrifugal sugars do not vary more than one-tenth to two-tenths, so that these one-tenth and two-tenths are important factors in determining the rate of duty to be assessed.

Robert Rigney, examiner (Exhibit 107), states:

"Theo. G. Morse does not read any tests, for what reason I do not know; Ernest J. Chapman, messenger, reads the tables. He simply puts his initials to 'certificate of tests'; Captain Flowers, sampler, acting clerk of the laboratory, has made tests; more formerly than at the present time. If a doubt arises in my reading the test of the sample, when one-tenth of a per cent. will change the classification for duty, I take the lower classification."

G. Landsmann, examiner (Exhibit 110), states:

"Mr. Abbott and myself generally work together, and as we always fill a duplicate tube, he reads one and I the other. If, for instance, I read my solution 95.1 and he reads his 95.3, then 95.1 is the proper test for classification, because it is the lower of the two tests, and does not disagree more than three-tenths of 1 per cent. If I am perfectly satisfied that the sugar tests 95.1, then I report it 95.1.

"As two polariscopists always read together on the same sample (each using his own polariscope), if one of us reads lower than the other, then according to the regulations the lower of the two tests is accepted as the test for classification, providing the variance does not exceed three-tenths of a per cent.

"One tenth of a degree is of just as much importance to me as nine-tenths, and according to the indication of the scale of my polariscope so I report the test.

"I know of no such thing in my work as favoring the importer. I never allow a doubt to exist as to whether one-tenth should go on or off. If my partner should persist in reading three-tenths too low, then the test for classification would be lowered; but I would ascertain the cause of his low or my high reading. If the color of the solution be too dark, I could not obtain a proper test.

"As a rule, the tests of sugar made at New York and Philadelphia most nearly agree. Abbott and myself, Rigney and Ball, read together (as partners). If I find my instrument is too high by two-tenths of a degree, then I deduct two-tenths from all my readings made that day; if two-tenths too low, then I add two-tenths to all my readings made that day."

Samuel F. Ball, sampler, acting examiner, states (Exhibit DD.):

"I am not allowed to sign the laboratory tests made by me, from the fact, I presume, that I am not officially an examiner. I generally use Dr. Sherer's polariscope when I test sugars. Mr. Rigney and I have been working together (as partners). If I were testing sugar for a refinery, as I have in past, and found a variance of two-tenths in two readings of the same solution, I would make a third reading. This is not done in the United States laboratory.

"If the reading in the laboratory is 95.9 and 96.1 the tubes are re-read, because they are not in the same classification. In explanation, if the second reading was main-

tained both tubes reading 96.1, then the duty there would be no question in my mind as to the value of the difference, viz, one-tenth, because it makes no difference in the classification for duty.

"When one-tenth of a degree will throw the classification for duty up a full degree, equal to four-one-hundredths cents per pound, I let it stand. The way I give the merchant the benefit of the doubt is—*i. e.*, if a question arises in my mind as to whether a sugar polarizes 95 or 95.1, I will set the test for classification at 95."

Ernest J. Chapman, messenger, acting examiner, states (Exhibit 121):

"I picked up my knowledge of chemistry and sugar-testing in the United States laboratory; I don't know how to use a quartz plate or adjust a polariscope; it is done for me; I weigh and test sugars. Dr. Sherer or Mr. Abbott verify my readings when they do not correspond within three-tenths of a degree with the reading of the duplicate.

"The rule of the laboratory is that if one reading showed 89.9 and the duplicate read 90.1, then 89.9 would be accepted as the test for classification, as per regulation, because the variance did not exceed three-tenths of a degree.

"As a general thing, certificates of tests are sent to the sugar-room, eighth division, the same day as made or the first thing the next morning."

Theodore G. Morse, examiner (Exhibit 105), states:

"In October, 1886, Examiner Abbott was in charge of the laboratory in Dr. Sherer's absence, and informed me that I would not be allowed hereafter to read sugar solutions in the polariscope. To this I demurred and asked him his authority. He replied that it was by Dr. Sherer's orders. Since then I have not read the polariscope. Messrs. Chapman, Flowers and Crumbie sometimes read the polariscope in testing sugars.

"In reading the sugar solutions, and where the difference of one-tenth of a degree would change the classification for duty in favor of the importer, we have been instructed by Dr. Sherer to give the benefit to the importer, and I am under the impression that he stated that such action was by order of the Secretary of the Treasury. From my knowledge of matters in the laboratory this allowance seems to be the general rule."

Alfred Flowers, sampler, acting clerk, and examiner (Exhibit 115), states:

"Mr. Morse, examiner, is not allowed now by Dr. Sherer to read the polariscope. I know his eye-sight is as good as any man's in the laboratory, and is fully capable to read sugar solutions as any of them."

John F. Davis, examiner (Exhibit 119), says:

"I state that, in order to properly mix sugars, some other means in addition to the mortar and pestle should be employed, and this is particularly so when so little time is used in the mixing and preparation of samples for test."

Wm. D. Crumbie, examiner (Exhibit 120), states:

"I do not say that three-tenths from the test of sugar can come off legitimately. I would interpret article 48 as meaning that not more than three-tenths could come off. * * * It is a well-recognized fact in this laboratory that tests of sugars at Boston have been higher than tests at this port. I think the impression prevails that New York is right and Boston is wrong. * * * I think a closer agreement in tests of sugar in the dry substance should exist at the different ports."

Dr. Jesse Battershall, United States chemist, states (Exhibit 118):

"I think that in testing sugars the operators on the polariscopes should be trained and practical chemists, in order that the interests of the Government may be protected. I believe that first-class chemists should be employed to determine the value of sugar."

Dr. Edward Sherer, United States chemist in charge, states (Exhibit 104):

"I drafted that portion of the regulations which relate to classification. When completed they were submitted to the sugar trade for approval. We (Colonel Ayer and myself) did not call upon Havemeyer & Elder or Mr. Burt (Broker Burt). It was not convenient. Colonel Ayer was particularly skilled in the matter of sugar. I think that under the regulations the Government gets all the duty it is entitled to. I know of no irregularities.

"No signed certificates are made and returned on damaged sugars; simply slips of paper. Mr. Ball does the testing of damaged sugars. He is not an examiner. The men engaged in making the tests are regarded as experts; not all of them have general knowledge of chemistry. Some of them have had no special chemical training, except such as they have received in the service. Mr. Crumbie and myself have had chemical training. Messrs. Abbott, Rigney, Ball, and Landsmann have not had such training, though they are practically the men engaged in testing sugars. Mr. Morse does not read the tubes in the instrument in polarizing sugar; he is a sugar

expert. Mr. Abbott is not a practical chemist. I consider him capable to do what is expected of him. He is in charge in my absence.

"In the reading of solutions of sugar, when two polariscopists are engaged upon the same sample, the regulation prescribes a method to be followed; the sugars are weighed off by separate men; the duplicate solutions are made and placed in the tubes and then put into the instrument, each man reads and writes down his reading without comparison. It is customary for me to compare the duplicates, noting when the difference exceeds three-tenths of 1 per cent., and I make the necessary alterations and call the attention of the examiner who had previously read the tube. He always has the opportunity if he desires to read it again. If the difference is at all noticeable I am in the habit of asking him to do so. If the difference does not exceed three-tenths of one per cent. the lower of the two readings is then accepted as the test for classification. The men are paired together thus: Abbott and Landsmann, Rigney and myself; I generally read Morse's tubes. When I am not there Mr. Abbott or Mr. Crumbie does and at times Mr. Ball does.

"Mr. Chapman is sometimes called to read the polariscope. I think I have sometimes read his tubes; Mr. Flowers reads occasionally. I would be very doubtful as to the correctness of Mr. Morse's readings, and would feel considerable hesitation in trusting his readings, unless that he would demonstrate by practice that he could read.

"He passed the civil-service examination which qualified him to read sugars by polariscope, which resulted in his appointment to do that work.

"The expert questions in the civil service examination no sugar were framed by me. I do not recall now whether the report ('Morse's examination papers') were submitted to me.

"Question. Is his eyesight defective?

"Answer. That is a matter evident to himself; he has expressed a desire for me to read his tubes. If a sample tested 95.8° and the duplicate tested 96.1° I would accept the former, 95.8° , as the test for classification. If one tube read 95.9° and the other 96.2° I would accept 95.9° as the test for classification. If a tube read 95.1° on the first reading and again 95.1° on the second reading, I would assure myself that that was the reading of it. This very rarely occurs, because the second reading of that tube results very probably in putting it at 95.3° or 95.2° or at 95° .

"The same tube read by the same observer at an interval of ten minutes may be read by him one-tenth or two-tenths from his first reading. In going over our books you will rarely find one-tenth noted in classifications.

"Sugar testing 90° pays 2 cents per pound, and sugar testing 90.1° would pay four one-hundredths cent per pound additional. I look at a tube testing 90.1° very carefully, and the result would probably be to make 90° . I think it would be unwise to put the one-tenth on, for the reason that it would be extremely difficult to prove that to be a correct test.

"We take the lower of two tests, acquiring within three-tenths of 1 per cent., thus eliminating the error of observation, as it is called. We 'thus' (interlined at Dr. Sherer's request) give the benefit of doubt to the importer.

"If we were to report many sugars as one-tenth of a degree over the even degree the chances are, as the importers always claim that we are higher than they are, that retests will be asked for. You will find that a much larger number of two-tenths are reported on tests for classification.

"A large number of retests and verifications are made. Samples come to the laboratory with serial numbers pasted on the cans."

From the testimony of those employed in the sugar-room, eighth division, where all the samples are prepared preparatory to sending them to the laboratory, it appears there is a common and daily interchange of visits, views, and requests for verifications and retests, as well as the exchange of facts relating to appraisements, although these two departments are not on the same floor of the building; this intimacy continues without interruption.

The duties of James Smiley and Philo Cole are purely manual; still experience is necessary to do the work of properly mixing and preparing the sugars for the weighers and the careful removal of extraneous substances, etc. The finding by these men of very moist sugar is noted elsewhere. Both of these men state in their evidence that verifications and retests form a large portion of the laboratory work. This is borne out in the testimony of all the polariscopists and noted in detail under the caption of "Brokers' Influence, etc.," subjoined in this report.

In closing these remarks on classification in treating the articles of the regulations under this head, I would call attention to the dropping of three-tenths of a degree, and the taking of the lower of two or more tests, if by so doing the classification be lowered and the importer always obtains the benefit of the doubt. In this regard it must seem evident that the Government has no right to be considered when a doubt exists.

By reason of this state of affairs low classifications of sugar rule in New York, and at the expense of the revenue.

The pairing of the polariscopists by partners is especially worthy of attention.

Article 38.—Comparative tests of sugar in the dry substance made at the ports of New York, Boston, and Philadelphia are exchanged monthly, “with a view to secure uniform results in the testing of sugars at the several ports.”

I have tabulated these results: Exhibits 1AB, 1BB, 1CB, and 1DB. The Boston laboratory officers tested 101 samples of sugar in the dry substance and forwarded the samples to New York. The laboratory officers there (New York) tested them. The two results before me I compare, and show that the New York tests were lower on 76 samples (ranging from one-tenth to one and five-tenths of per cents.); were higher on 14 samples (difference ranging from one-tenth to nine-tenths per cent.), and in strict agreement on 10 samples.

Boston officers sent 101 samples to Philadelphia, where they were tested. Both results before me show, on comparison, that the Philadelphia results were lower on 31 samples (difference ranging from one-tenth to eight-tenths per cent.); were higher on 51 samples (difference ranging from one-tenth to nine-tenths per cent.), and in exact agreement on 20 samples.

The Philadelphia laboratory officers tested 101 samples and forwarded them to Boston, where the latter officers tested them. Both results before me show that the Boston tests were lower on 15 samples (difference ranging from one-tenth to four-tenths, 11 of the 15 being out of agreement but by one-tenth); 50 tests were higher (29 of which by one-tenth only), and the test on 34 samples were in exact agreement.

The New York laboratory officers made up and tested 91 samples and forwarded them to Boston, where they were tested. Both results before me are compared, and I find that the Boston tests were lower on 11 samples (difference being but one-tenth); were higher on 55 samples (24 of the 55 being one-tenth higher), and on 25 samples the Boston tests were in exact agreement with the New York results.

From the above comparison it appears that Boston and Philadelphia are nearest in agreement, *i. e.*, on the 202 samples (101 from each port) the laboratory tests at these ports were in exact agreement on 54 samples out of the 202.

New York and Boston are found to be the furthest apart on comparison of results, for out of the 192 samples (101 from Boston and 91 from New York) they stood in exact agreement on 35 samples only. The New York tests on the 101 Boston samples were lower in 76 instances, and in exact agreement on but 10 of the 101.

On the other hand, the Boston laboratory officers, in verifying the work of the New York chemists, found that they were in exact agreement on 25 of the 91 samples sent, and higher on 55 samples.

It must be apparent that the laboratory officers at New York are deficient in respect to making close readings of tests, and thus stand in perfect line with lower appraisements with which they are charged.

An important fact demonstrated by these comparisons of the tests of sugar in dry substances at the three ports is, that no difference exists in the adjustments of the polariscopes used in making these tests, and further, that absolute uniformity can be had if proper care is employed in obtaining the value of the sugars; this is evidenced by the tests found to be in exact agreement.

From the sworn evidence it appears that the comparative tests were made prior to October, 1886, by all the chemists in the New York laboratory, but that since that date Mr. Ball, the sampler, acting examiner, has made the tests.

Examiner Bowne (Exhibit 100) says, “In my opinion samples of sugar tested in the dry substance and exchanged between New York, Boston, and Philadelphia should show that the chemists at these ports were reading their instruments correctly.”

Damage allowance.

Articles 43, 44, 45, 46, 47, and 48.—Damage allowance made on sugars at the port of New York, with subsequently-made amendments, qualifications, and explanations in S. S. 6126, 6128, 6869, and 7527, are guide to customs officers in all matters relating to damage allowance.

It is noteworthy to state here that the articles above noted in S. S. 5725 were framed and drawn by the present damage examiner, Mr. John A. Sherer, New York, as shown in his testimony (Exhibit 106.)

Special Agent Ayer supervised the work.

Mr. John Sherer had the very able assistance of Sugar Broker James Burt, the alleged head of the so-called “Sugar Ring” in New York, who was assistant appraiser of the sugar division at that port from 1874 to 1879. John A. Sherer entered upon his duties as customs officer January 1, 1880; his original salary was \$2,200, but on May 21, 1885, his salary was increased to \$2,500 per annum.

The question of damage allowance has, as I am informed, been a vexing one. Merchants naturally seek as large an abatement of duties for damage, supposed, estimated, or actual as can be obtained by fair means and by methods tainted with gross misrepresentation and fraud. A heavy or unwarranted allowance means to them so much clear profit on the importation.

Official records show that again and again the Department's attention has been called to unlawful allowance of damage at the port of New York relating to imported sugars. The difficulties which have beset investigating officers has tended to make their efforts almost fruitless in endeavoring to ascertain palpable violations of regulations and alleged fraudulent practices.

The Department has been painfully lacking in data reliably setting forth actual facts in this connection. The sugar trade, with proverbial consistency, has refused to put Department officers in possession of facts, holding them zealously as trade secrets. As in the matter of excessive drawback, so has damage on sugar been carefully screened from customs officers. With a view to acquire, for Department purposes, information which can be utilized in the administration of the customs revenue as applied to damage on imported sugars, I have carefully compiled such information obtained from strictly reliable sources. (See "grand recapitulation" of sugars imported at New York, Boston, and Philadelphia for three years.)

Before treating with the statistical portion of this report a cursory sketch relating to damaged sugar found extant at the port of New York may prove of interest.

In August, 1880, Boston sugar importers complained that insufficient damage allowance was being made at that port compared with allowances made at New York, and August 28, 1880, Special Agent Ayer and Examiner J. A. Sherer visited Boston to examine into and note the reason for the same; unexplained. January 10, 1882, Special Agent Brackett, then in charge in New York, reports to the Department facts ascertained, and says:

"As to damage allowance made on sugar and that so-called damaged sugar was often withdrawn for export." He reviews several cases wherein there appeared to exist little or no damage, but damage was allowed. In his report to Secretary Folger, dated September, 1883, he says, "The entire system of damage allowance I regard with considerable suspicion," and that a considerable part of the claims for damage allowance "originated in the brain of a custom-house broker," who, "owing to privileges accorded him at the public store, and the 'familiar relations existing between him and some of the damage examiners,' was enabled to secure the co-operation of these examiners in obtaining unreasonable and unlawful damage allowance for his clients. 'The present system re-established by appraiser McMullen still leaves room for fraud.'" For further statements in this regard see pages 74, 75, and 77 of this report.

February 25, 1887.—Ex-Special Agent Brackett stated to me "that great irregularities have been consummated in the damage division; J. A. Sherer, sugar examiner. Damage Brokers William C. Jones, 55 Broad street, and Charles N. Kippen, 135 Pearl street, New York, are the most prominent; the former lives in the same town as Mr. Sherer (Flatbush, L. I.), and they are noticeably intimate. These brokers work damage allowance, whether damage exists or not, so as to get their commissions. In holding back invoices at the public store, at the request of brokers, abuse exists and inures to the commission of fraud."

I ascertained from Broker Jones that he "was not doing much in damage now"; that his "charge or brokerage was 5 per cent. on bags cargoes," but further than this he would give no information.

Representatives of the sugar trade when questioned by me as to the damage allowance refused to talk. I learned from reliable sources that the damage broker still plies his calling, but as all relations are held with the examiner the opportunities to gain information were necessarily slim. That merchants instruct their samplers to draw samples from the poorest and lowest grade packages, such as wet, stained, sooty, sweaty ones, and to hand these as damaged samples to Mr. John Sherer, either at his down-town office at 122 Front street, Sherer Bros., public chemists, or send them to him there, and he, Sherer, tests them. This is done invariably before the damage warrant is applied for. I have previously stated that I overheard Broker Dreyfous ask one of his clerks if he had handed those "damages" to Sherer, and the reply was that he had done so. The testing of United States damage samples of sugar by the damage examiner, John A. Sherer, at his private place of business, 122 Front street, is in violation of the regulations, unless specially permitted by the collector in person, as prescribed in article 450 of the General Regulations.

Mr. Sherer, in his testimony (Exhibit 108), admits that he tests United States damage samples at 122 Front street, the laboratory of Sherer Bros.

It appears to be the prevailing custom for importers, through their brokers, to put in claims for damage before the fact that such damage exists has been ascertained, hoping that through the engineering qualities of said brokers a claim for damage can subsequently be substantiated.

Article 43 of the regulations (S. S. 5725) requires that "an examination of the vessel shall be made when practicable," and also "of the sugar during its discharge." This I find is not done. The damage examiner has been rarely seen drawing samples, examining the sound sugar, during its discharge, as the regulation requires; in corroboration, see testimony of United States samplers and examiners. In making no examination at the time of discharge of the sugar, he is naturally estopped from

doing so later, inasmuch as large quantities of sugar immediately after discharge goes into the melters at the refineries, United States samples and re-sample packages included. Not one of the United States samplers examined by me could state that he ever drew a sample for Examiner J. A. Sherer, sound or damaged, and but one remembers ever having seen him examining the sound portions of the cargo or inspecting a vessel.

Article 44 requires: "Samples shall be taken of each variety, care being exercised that the samples to be taken shall fairly represent the proportion and degree of damage in the different classes."

I find that this clause is invariably ignored, as shown by the damaged warrant of the cargo of the bark *Josie Troop*, hereinafter referred to, will attest, and this is but a sample of the five hundred or more damage warrants examined by me during this investigation.

The proportion of damage to each mark in the cargo is made up according to the whim of the damage examiner, arbitrarily, for in the piles of packages laid aside as alleged "damages" are found sugars of all marks promiscuously jumbled together, and not separated by the examiner when he comes to draw his samples. This particularly refers to mat and bag cargoes.

So far as relates to the ascertainment by polarization of the "damaged and sound portion of sugar" as per regulation, I believe it is done according to the legal requirements, except that, as before stated, damaged sugars are tested and appraisement practically made by Examiner Sherer at his private laboratory at 122 Front street, New York, and not at the United States laboratory, in all cases—the former a most pernicious custom.

S. S. 7527 permits the allowance of 5 per cent. additional allowance on mat and bag cargoes. This is a common occurrence, and made by the damage examiner arbitrarily and when sea-water could never reach the so-called damage sugar, for it would be a moral impossibility for sea-water to reach sugars in the hold of a vessel between decks. Sugars in the bilge or close under hatches can be reached, but if water reached the bags or mats strictly "between decks," then the whole cargo would be damaged, a claim never made, except in "wreckage cases."

This 5 per cent. is termed and allowed (as per S. S. 7527) as commercial damage, and is, as abundant facts prove, unnecessary and corrupting, and by it large sums of money are annually mulcted from the revenue.

The sampling of damaged sugars should be performed by the United States samplers, under the charge of the regular examiners, and done at the time of the drawing of the sound samples. These appraisements can be properly made and quickly reported. This is the practice at the port of Boston. In such cases packages alleged to be damaged and found not to be such, could be at once thrown out. In this way the amount of unlawful damage allowance would be reduced to a minimum.

Referring to "the stenciling of damage packages," I would respectfully call attention to a most fruitful source of irregularity and fraud; it lies in the waiving of stenciling and granted by the collector of the port. Department's authorization for such procedure may be found in S. S. 4722, dated December 11, 1880, and was brought about thus: November 15, 1880, Appraiser Howard, of the port of New York, recommended a modification of the then existing regulations governing the stenciling of damaged goods, urging that the appraisement of such merchandise be under the charge of the damage division of the appraiser's department, and not the officers of the division to which the particular description of goods are assigned for appraisement.

The Department ruled, that from the facts as shown by the appraiser's report, that "the stenciling of goods damaged on the voyage of importation, which are entered for warehouse, may be waived, whenever the importer shall file written stipulation on the damage warrant, that none of the goods covered by the entry shall be, or have been entered for exportation. This stipulation will be considered a waiver of the right to export any of the goods covered by the bond," and approved the request, permitting the appraisement of damage by an officer especially detailed to have charge of the same, *i. e.*, the "damage examiner."

Under this authority Mr. John A. Sherer commenced his duties as damage examiner of sugars.

S. S. 7193, of October 31, 1885, provides, "all merchandise in bond, upon which damage is allowed is stenciled with the word damaged, as per instruction of the Department, dated January 29, 1878 (S. S. 3456), except when the importer shall stipulate, in writing, to the collector, that all of the merchandise shall be withdrawn for consumption (S. S. 4722 and S. S. 4754). Upon receipt of such stipulation the collector notifies the appraiser that the stenciling is waived; such stipulation is also noted upon the warehouse ledger, to guard against withdrawal other than for consumption. No objection is made, however, if the importer desires to export the entire cargo by one withdrawal. The practice is found in accordance with the requirements of the service, and you are authorized to adopt the same at your port.

"C. S. FAIRCHILD,
"Acting Secretary,"

From information elicited by me from representatives of the sugar trade in New York and from customs officers at other ports, it appears as a notorious fact that in eight cases out of ten stenciling is waved, and the word "damaged" is not put upon the damage packages; this is freely borne out upon my examination of the damage warrants.

The palpable object in thus waiving the stenciling by the importer is that no mark shall attach to the goods that may deteriorate the value of said goods when he offers them for sale, as the word "damaged" undoubtedly would. The goods unstenciled can be, and are, mixed in with other portions of the importation and sold as sound goods, which in many instances they certainly are; this custom is of so frequent and well known occurrence that I need not dwell upon it.

Alleged damaged sugars are not laid out by themselves, with marks sorted out and separately piled, but much sound sugar is put in the alleged damage piles, on the total number of which damage is claimed and too often allowed. In corroboration, I call attention to the copy of memorandum written by John A. Sherer, and pasted by him to the top of the damage warrant in the case of the cargo of the *Josie Troop*, transmitted and properly designated.

Ex-Special Agent Brackett, in writing to the Department, under date of January 10, 1882 (previously noted), grasped the situation when he said, "Every package upon which damage is claimed should be stenciled damaged;" and existing practices as ascertained by me fully warrant my reiteration of the recommendation of this officer.

By Department's ruling these unstenciled damage sugars can be and are exported as sound goods, and the drawback obtained as upon sound sugar. Upon this point I can offer no sworn testimony, but can assure the honorable Secretary that I have been so informed by reliable persons in the sugar trade.

Article 44 of S. S. 5725 requires that "both the 'sound' and 'damaged' portions of the cargo shall be carefully sampled by the examiner and care exercised that the samples so taken fairly represent the proportion and degree of damage of each grade in the different classes."

Article 586 of the General Regulations of 1884 requires, "If the article be contained in packages on which damages is claimed they must be opened in order that the extent of actual damage may be ascertained." But in the case of sugar it says, "It may not be necessary in order to properly appraise the damage to require each and every package of the merchandise shall be opened, but not less than 10 per cent. of such packages shall be opened."

Thus it will be seen that the regulation is made mandatory in that it says that 10 per cent. shall be opened and sampled by the damage examiner, or under his supervision; and paragraph 18 of S. S. 5725 requires that the samples shall be drawn from the center of the packages, and this is equally mandatory.

That these stipulations are ignored by the damage examiner is abundantly proved as a notorious fact. I cite a sample case:

On the morning of July 28, 1887 (when holding my official examination at the appraiser's store, New York), I sent word to Assistant Appraiser D. J. Moore, then of the damage division, requesting the appearance before me of Mr. John A. Sherer, the damage sugar examiner. Mr. Moore sent word that Mr. Sherer was appraising damage at Woodruff's stores, Brooklyn, on the cargo of the *Josie Troop*, George Ropes, importer, and that he (Assistant Appraiser Moore) did not know when he would return.

Thereupon I sent word to examiner in charge of the sugar division, Mr. A. G. Remsen, requesting him to make inquiries by telephone of the local examiner on the district (in which Woodruff's stores are located) as to whether Examiner Sherer was there, and also as to the number of damage packages of the *Troop* cargo there stored. The examiner on that district was Mr. W. C. Jacobs.

Examiner Ranson replied to my inquiry in writing. (All papers relating to this importation ex *Josie Troop* may be found in envelope marked "Exhibit 000.")

Remsen's reply "A" was as follows:

"JULY 28, 1887.

"Mr. BYRNE: Mr. Sherer is on his way over, if not already in his division. I have sent a man (Examiner Jacobs) to get the quantity of sugar damaged, and will let you know as soon as I find out.

"A. G. REMSEN."

Examiner Jacobs reported to Mr. Remsen, and the latter wrote me the following memorandum:

"Mr. BYRNE: *Josie Troop*, 3,350 mats laid out for damage Woodruff stores." (This is attached to Exhibit A.)

In due time Examiner Sherer arrived and I examined him. He stated (Exhibit 106) as follows:

Q. Have you been engaged in making damage allowance to-day?—A. I have been examining at Woodruff's stores.

Q. Have you made any previous examination of those damage sugars?—A. Yes, sir.

Q. Have you completed your examination?—A. I can't say that I have. I shall probably see them again before I get through.

Q. Have you already ascertained the result (by polarization) of the damage samples?—A. Yes.

Q. And the slip you hand me is the result?—A. Yes (see slip yellow piece of paper attached to Y marked "damage.") The application (for damage) was received by me on the 25th of July, 1887.

By referring to copy of the damage warrant, made for me by Clerk Charles H. Trainer, and by the original verified by me (copy marked "YYY") the date of loading of the cargo was June 27, and as the application for damage was made as the warrant shows, on July 21, 1887, in the oath made by the agent, twenty-four days had elapsed from the date of landing the cargo.

S. S. 6869 requires that proof of damage shall be lodged within ten days of the landing of the goods; "failure to comply is fatal to a claim for damage" therefore; the above claim for damages was nullified.

Q. Mr. Sherer, you next worked on this cargo when?—A. On the 26th of July, and I drew the damage samples on that date. To-day (the 27th of July) I drew the samples of the sound sugar. The sugar was all discharged when I saw the damage warrant.

Q. Your work, so far as the ascertainment of damage is concerned, simply depends upon the ascertainment of the test of the sound sugar?—A. I don't say so altogether, because I expect to see this sugar again. I am not entirely satisfied about it; I almost always draw my own samples.

At this point I excused Mr. Sherer and called upon Assistant Appraiser Tice, of the sugar division, and requested at his hands the services of two examiners and two samplers, with a view to resample the alleged damage samples of the *Troop* cargo, which Mr. Sherer, according to his testimony, had completed his work upon (except that he might see them again).

He had received the polarization of the damage sample, and had drawn and submitted to the laboratory for test the sound samples, so that all that was necessary to absolutely complete his work was to receive the polarization of the sound sample; then he could allow the per cent. of damage.

Dr. Sherer was making these tests, and I sent to him requesting that the work might be expedited, and I received the result at his hand on the following morning. Being possessed of all the surrounding facts, I can unhesitatingly state that the work of the damage examiner, Mr. John Sherer, was completed on the morning of the 29th of July.

The detail of examiners and samplers to resample the cargo of the *Troop* comprised Examiners McElwee and Foskett and Samplers Freeborn and Flocken, men who happened to be available at the public store that day. At 4.30 o'clock p. m., July 28, 1887, I started the men to make the resample, under the order herewith transmitted, marked "II," in envelope (Exhibit 000).

I instructed these men to draw fair and honest samples and return the same to me sealed.

This was done (see report marked "000" and dated July 29, 1887).

From this report it appears that the resampling officers, instead of finding 3,500 bags called for on the damage warrant, or 3,350 bags called for as per Examiner Jacobs's report, they did find 1,500 bags only, and that the only samples which gave evidence of having been sampled were 19 bags. The per cent. to be sampled as per regulation was 150 bags. These 19 packages the officers sampled, and they also sampled 5 per cent. of all the other packages not previously sampled by Mr. Sherer. The results of these samplings were kept separate, and in sealed packages handed to me, and I caused them to be tested in the United States laboratory, with results shown later on.

I quote the closing portion of the report of the resampling officers:

"For the information of the honorable Secretary of the Treasury we respectfully submit:

"I. As per importers' application for damage allowance on 3,500 bags of sugar, we were informed by the store-keeper that there were only 3,350 bags.

"II. We find upon examination that there were only 1,500 bags.

"III. That marks "A, B, and C" were promiscuously scattered in the alleged damaged piles.

"IV. We found that but 19 bags had been sampled by the damage examiner, as far as we could see, and these samples irregularly drawn from the ends and ears of the packages.

"V. None of these alleged damaged packages had been stenciled 'damaged.'

"VI. We were informed by the United States store-keeper that these alleged dam-

aged packages had not been disturbed since the damage examiner had drawn his samples.

"VII. This being the fact, the samples as drawn by the damage examiner could not properly have been done.

"We further add that, from our experience and knowledge of the labor and difficulty surrounding and attending the sampling of sugars, it would be to the best interests of the revenue that the sampling of damage sugars should come under the jurisdiction of the assistant appraiser of the eighth division (sugar) and be always performed by his officers; that every package of sugar upon which damage is claimed should be sampled, and, with this exception, the sampling regulations which apply to the sampling of sound sugars should apply to damaged sugars.

"We are further of the opinion that application for damage allowance on sugars should be made by the importer within twenty-four hours after the completion of the weighing of the cargo.

"J. STEWART McELWEE, *Examiner.*

"BYRON C. B. D. FOSKETT, *Examiner.*

"A. B. FREEBORN, *Sampler.*

"N. J. FLOCKEN, *Sampler.*"

Inclosed in envelope Exhibit 000 is slip marked "Y," signed by Edward Sherer, upon which is pasted, one on each side, the small slips giving the polarization of the sound and damage portion of the samples of the *Josie Troop* cargo, said samples having been drawn and submitted for test by the damage examiner, John Sherer. These slips show the trifling and incomplete manner in which appraisements of damage are noted, not on forms prepared by the Department.

At my request Dr. Sherer made out a regular certificate of polariscopic tests of these samples, inclosed in envelope 000, and marked "YY."

By comparing the results by polarization of the sound and damaged samples in this instance it will be noticed that the polarization of ten damaged sample tested higher than the sound sample; that the difference in water in the two samples was $2\frac{88}{110}$ per cent. Now, if the 5 per cent. commercial allowance is allowed, the per cent. of damage would be 7.88 per cent.

This might be the probable allowance based on the examination of all the marks in the cargo, for it appears in evidence, viz (the report of the officers making the re-sample) that marks "A, B, and C" were found promiscuously scattered through the damage piles, not piled separately and sampled separately, but sampled all as of one mark, and that only 19 samples were drawn by Examiner Sherer to represent the 3,500 bags on which damage was claimed by the importer, or 3,350 bags, as Examiner Jacobs stated were in the damage piles, or on 1,500 bags found by the resampling officers. The diminution of the number of packages resulting from my examination into the matter is striking.

It will now be interesting to note the final allowance of damage made on the warrant. (See copy of warrant in envelope "Exhibit 000," and marked "Y. Y. Y.") The figures on the "warrant" were made in ink by the damage examiner after he had ascertained the allowance to be made, and, securing the warrant, I copied the figures in pencil on the copy herewith transmitted.

It will be noticed how the damage on the various marks and qualities is set forth by an unwarrantable and arbitrary apportionment, for the nineteen samples drawn and tested by the damage examiner and the polariscopist in the United States laboratory respectively represented all the marks A, B, and C. Now in the warrant the apportionment to each mark is made.

As before stated, the probable allowance would be (including the commercial damage of 5 per cent.) 7.88 per cent. on the whole, or all the marks mixed and sampled as one mark. It is pertinent to call attention to the apportionment as shown on the damage warrant headed "Appraiser's report." Not only does this page of the warrant show the distinction of the percent. of damage to the various marks, *i. e.*, A, B, and C, but it shows the classification made of the sugars of the various marks for duty. At this point I ask special attention to the classification for duty of the "C" mark, in the three lots, which is 80.30, 80.30, 80.30, which pays duty at 81°, or 1.64 cents. per pound. Let it be remembered that these are the official figures in ink noted by the appraising officers and copied by me with scrupulous care.

Now, reverting back to the apportionment of the per cent. of damage, we find by the warrant returned as "appraiser's report," that 540 mats (bags) are entitled to 10 per cent. damage allowance, 720 to $7\frac{1}{2}$ per cent., and 590 to 5 per cent.

This represents 1,850 damaged bags or mats, entitled to various allowances, as above, and when the resampling officers found but 1,500 bags in the damage piles, with three hours of the time of sampling by the damage examiner, Mr. Sherer, on 1,650 mats, no damage allowed, making total mats examined by him as 3,500.

In order to account for the balance of the bags (mats upon which damage was claimed by the importer), the warrant "that in store P there were about 600 of these

mats covered up by sound sugar not produced for examination," consequently no damage was allowed on them.

The resampling officers sent by me reported they examined the sugar in store P, and that, all told, the number of damaged bags was about 1,500.

I would respectfully direct attention to the memorandum signed by J. A. Sherer, dated August 12, 1887, which I found pasted to the damage warrant on that day when I called for this warrant at the custom-house. It was not on file there, and at my request the honorable collector sent for it at the appraiser's store. It came with the memorandum pasted upon it (see warrant): "The within damaged merchandise has not been stenciled 'damaged,' the warrant being called for by the collector before the stenciling could be done.—J. A. Sherer, ex."

The absolute untruthfulness of this statement by the examiner is borne out by the fact, as above stated, that the collector called for the warrant at my request, in writing to him (see Exhibit YYY) on the very same day that Examiner Sherer wrote this memorandum, which was forty-six days after the landing of the cargo, and, as previously stated, the ascertainment of damage by polarization on or about July 30, 1887 (see Exhibit YY), just twelve days prior to the date of Mr. Sherer's memorandum.

It is unnecessary for me to explain why that memorandum was attached to the warrant by Examiner Sherer, for it is a too palpable attempt on his part to explain why the stenciling was not done. August 12 the sugar had gone into consumption. The examiner can be asked to explain why these damaged sugars had not been stenciled. Had they been stenciled it would have been very easy to tell just how many damaged packages there were.

I will now ask attention to the classification of the sugar and the liquidation of the entry. As noted on the damage warrant YYY, and copied by me from the original, the classification of the three marks is, 85.50, 83, and 80.30, the latter being the classification of the "C" mark; this, it must be borne in mind, is the classification noted by the damage examiner himself.

September 26, 1887, another copy of the damage warrant was made, and lo, it appears that the "C" mark was classified and liquidation made on said "C" mark, not at 80.30, but at 79.50, making a difference of one degree for duty of $\frac{4}{100}$ cent per pound and the naval office returns the warrant to the appraiser August 25, 1887, with the following written on the same: "Appraiser: Please note that there is no sugar on the accompanying invoice testing 80.30."

Why? may be asked. It is because, through the influence of the importer's broker, the classification of the "C" mark in the cargo of the *Josie Troop* had been changed, lowered, after the classification had been officially made and regular appraisement of the goods effected.

The damage warrant had been filled out with the figures giving the appraisement of the "C" mark by the damage examiner himself; he knew nothing of the manipulation of the invoice, so that the change in the appraisement of the "C" mark of one degree, *i. e.*, $\frac{4}{100}$ cent per pound, is absolutely established by the damage examiner's warrant, which gives the appraisement as 80.30. Manipulation in the sugar division (under the present assistant appraiser, Mr. D. J. Moore), effected the change in appraisement from 80.30 to 79.50.

The warrant was sent by the naval office back to the appraiser, August 25, 1887, and in order to harmonize the classification in the warrant with the classification in the invoice on the "C" mark, the latter's noted classification stands and the "correction" made as indicated "(signed) Dan. J. Moore," is made on the warrant, and in order to legalize the correction, J. A. Sherer affixes his initials opposite each change in the classifications. The warrant is then returned to the custom-house and was liquidated and returned from the naval office, September 14, 1887. By this change in classification made the revenue lost just \$155.29.

The whole transaction evidences the most flagrant results of grossly superficial work on the part of Damage Examiner J. A. Sherer, in open defiance of law and regulation; the most bare-faced untruthfulness of his statements; the illegal granting of excessive damage allowance, and, had his acts not been discovered, allowance would have been made on the 3,500 mats, when but 1,500 were found by the resampling officers—all collectively termed fraud upon the custom-revenue.

This case also demonstrates and proves beyond cavil the changing of classification by illegal methods in the sugar division, United States appraiser's store, after classification had been made according to regulations. Guilt is manifested in the suppression of the classification from the publicly posted sheets, until the appraising officers discovered on August 12, 1887, that the *Josie Troop* cargo was under surveillance; for this public posting was not noted on the exchange sheets till August 13, 1887, the next day.

I am estopped from further elucidation of the facts in connection with the *Josie Troop* cargo, and for the first time, I am compelled to state, my report will be incomplete in a given particular.

My request for certain facts in the above regard, addressed to Examiner Remsen

and reiterated ten days later in another communication, finally replied to by Assistant Appraiser Moore, to the effect that I could not have the facts asked for, and this act of Assistant Appraiser Moore sustained by the honorable Secretary; my effort to secure from the honorable collector of the port of New York the original papers in order to compare them with the copies I had made of the *Troop* cargo papers, and to point out to the Department how said original papers had been amended, facts erased, figures changed, data perverted, and in all probability an entirely new warrant made, I am prevented from so doing by and with the approval of the honorable Secretary.

I have therefore to submit an incomplete report on the matter of the *Josie Troop* cargo of sugar, imported by George Ropes, landed June 27, 1887.

Briefly summing up violations of the regulations, articles 43 to 48, both inclusive, (S. S. 5725), relating to "damage allowance," I respectfully submit:

It is apparent that Examiner John A. Sherer is supreme in his especial department; there is no check upon his work; he makes a high or a low allowance as suits himself; he draws his own damage samples, as many or as few as he pleases, and no one can gainsay his acts or criticise his work, for the sugar is soon melted up and identity lost; he informs the polariscopists in the United States laboratory devolves upon the youthful sampler, Acting Examiner Mr. Ball, twenty-three years of age, he signs his initials to tests only, and was formerly in the employ of Messrs Edward and John A. Sherer at their laboratory, 122 Front street, and who is a protégé of Broker Burt.

That United States damage samples are tested in the laboratory of Sherer Brothers by Mr. John A. Sherer, and also by employes of his at that place, not customs employes; that testing has been done there at night; that Mr. Sherer visits the place (122 Front street) daily, makes up and often tests United States samples there. Under these circumstances violations of the regulations exist and the customs revenue defrauded.

The only manner in which damage allowance is publicly posted is upon sheets exposed to public view at the custom-house weeks after appraisement has been made (see Exhibit B B, in envelope 000), and not as prescribed in the regulations.

In Boston damage allowance is noted on slips (see slip marked E E, in envelope 000) and is reported to the sugar examiner the day following the appraisement of the sound sugar.

At the port of New York the public posting of "damage allowance when made" is not done at the appraiser's store, where other classifications are posted. In reply to my inquiry on the above point I respectfully transmit the communication I received from Assistant Appraiser Daniel J. Moore, then in charge of the damage division (marked XVII, in envelope 000), in which he practically admits the open violation of the regulations (article 50) relating to the public posting of "damage allowance when made."

Public posting of classification of sugar.

Article 50. The requirements of this article provide: "A tabulated statement of the classification of all importations of sugar and molasses and of damage allowance, when made, shall be prepared at the close of the business each day, upon forms furnished by the Department, which, on the following morning, shall be conspicuously posted at the custom-house, or such place as the Department may designate, for the information of the trade; at the same time written notice of the classification of his sugar shall be mailed to the importer for his information."

In order that the public posting of the classifications of sugars might be confined more closely to the appraiser's department at New York, at the request of certain particularly interested persons in the trade, Special Agent Ayer recommended to the Department that such public posting be made at the appraiser's store, instead of at the custom-house as the regulation provides. (See Colonel Ayer's letter to Acting Secretary French, dated May 25, 1883.)

The Department replied, under date of May 28, 1883:

F. B. S.]

TREASURY DEPARTMENT, May 28, 1883.

COLLECTOR OF CUSTOMS,
New York:

SIR: In reply to your communication dated the 25th instant, you are informed that at your port the statement and notice of classification of sugars * * * may be posted at the United States appraiser's department in the public stores.

Very respectfully,

A. F. FRENCH,
Acting Secretary.

(See Exhibit A in package relating to "public posting, etc.")

No mention is made in any synopsis of decisions of this order of the Department, but by diligent search I was able to find the order. I further find that said order was never officially promulgated by the collector of the port, and that officers of the appraiser's department were not knowing to the authority for posting tabulated

classifications at the appraiser's store (see Exhibit in above-named package marked "⊖ B 3") Quite a degree of secrecy has attached to the warrant for posting these classifications at the public store rather than the custom-house, as the regulations (par. 50, S. S. 5725) provide, but the matter is in keeping with the facts in this connection herein presented.

On account of the continued complaints made by the custom officers and merchants at Boston as to lower classifications of sugar ruling in New York, and in order to obtain uniformity in the tests of sugar at all the ports, at the same time showing how sugars were being classified at New York, Boston, and Philadelphia, on the recommendation of Appraiser Rice, at Boston, the Department promulgated S. S. 6859, dated April 15, 1885, and in paragraph (4) of said S. S. the exchange of these classification sheets between the above-named ports was authorized, and the exchanges have been made.

May 29, 1886.—Sugar Examiner George Keyes, at Boston, addressed a communication to Special Agent Hinds, New York, informing him that sugars of the same marks and kinds were being classified lower at New York than at Boston; also that the "daily exchange classification sheets sent to Boston from New York were not being filled out properly and that large importations of sugar at New York were not reported on said sheets."

Under date of June 9, 1886, Special Agent Hinds replied, forwarding a communication from Dr. Edward Sherer on the point involved, in which he (Sherer) states:

"If the allegations are statements of fact, then there has been gross negligence and incapacity, etc. If any errors have occurred in reporting the tests of sugar from this laboratory my attention has not been called to it, and I would be glad if Examiner Keyes would specify the cases to which he refers."

Under date of June 8, 1886, Assistant Appraiser Frank Hay addressed a letter (report) to Appraiser McMullen, of which the following is a copy:

"SIR: Referring to a letter from Mr. Keyes, examiner at Boston, * * * I beg to submit a statement made up from our sheets, of which those sent to Boston should be copies, giving the information Mr. Keyes seems to desire, without the names of the original importers, who no doubt sold these sugars at cost and freight, the buyers entering the sugar and paying the duty. I think this has been the case which Mr. Keyes failed to discover, that we had reported the several cargoes under different names from the original importers.

"When Mr. Keyes says 'there has been much complaint among importers here on account of the lower rate of duty upon the same sugars imported here and at New York' I presume that he means the same class of sugar. That these complaints have any foundation in fact I do not believe. I feel that all sugar sampling and testing is now much more thoroughly done than ever before, and the Government is getting all the duty it is fairly entitled to. * * *

"FRANK HAY, *Assistant Appraiser.*"

I herewith transmit a schedule of eighteen errors referred to by Mr. Keyes, apparently substantiating his statement as to errors in the daily exchange classification sheets made at New York and forwarded to Boston. (See exhibit in above-named package, marked 0); the figures in red ink were the figures (tests) omitted in the exchange sheets, with names of importers not given.

These classification sheets from New York were being closely watched by the customs officers in Boston, as well as by the sugar trade, and from them were drawn statements showing conclusively that sugars of the same plantation marks and qualities were being appraised lower in New York and Philadelphia than at Boston.

Early in October, 1886, when I commenced my investigation, I overhauled the New York sheets and found errors and omissions of whole cargoes which were known to have been entered, classified as sold or consumed at New York.

In due course I sorted out one hundred and eleven of these sheets, containing errors enumerated in "Exhibit ⊖ A" in above-named package, and upon authority of the honorable Secretary of the Treasury dated March 17, 1887, these sheets were forwarded to New York and instructions issued to Appraiser McMullen to cause correction of the errors therein contained and their return to Boston. This was done April 25, 1887. The Department forwarded me copy of report by Assistant Appraiser T. S. Tice. (See Exhibit ⊖ B, relative to the errors in the sheets.)

From the corrections made in the sheets at New York (see Exhibit ⊖ B 2) five hundred and twenty-two errors and omissions are noted.

In the report of Assistant Appraiser Tice on the errors, etc., and referring to the sheets "said to be incorrect," that "the tests extended have been found correct and in no manner affecting the payment of duties. * * * That a few figures had been improperly formed; that any person possessing any knowledge of sugars could tell at a glance the character of the sugar wanted."

He explains the absence of the names of importers from the sheets as arising from the fact that the classification is often posted before the name of the port from

whence the sugars came were received; that by a "system recently adopted a recurrence of such omissions will be avoided."

When I inspected the one hundred and eleven sheets returned from New York as corrected I saw from certain uncorrected tests (previously noted by me, but not designated) that the work had not been thoroughly done, and that errors of a very material nature still existed.

Thereupon I recommended that the Department order the appraiser at Boston to transmit the "corrected" one hundred and eleven sheets to the custom-house, New York. This was done, and there I verified the data on said sheets with the original invoices and entries with the following results:

It will be borne in mind that Assistant Appraiser Tice, in his report on the matter previously quoted, stated that "the tests extended" (on the one hundred and eleven sheets) have been found correct, and in no manner affecting the duties.

My examination of the one hundred and eleven sheets, in comparing them with the invoice, shows (see Table D, bound in large blotter, marked Q) of which the following is a condensed recapitulation, and cover importations of sugar at New York from May 1, 1885, to May 1, 1886.

Result:

Errors in tests in which duty was lowered in liquidation.....	103
Errors in tests in which duty was raised in liquidation.....	11
Errors in tests in which duty was not affected in liquidation.....	37
Errors in corrected tests; original tests being the proper ones.....	2
Errors in the number of packages.....	37
Errors in denomination of packages.....	11
Errors in packages of one mark, "lumped," not properly divided.....	19
Errors in where mark and packages were not found on entries.....	6
Errors in where mark and packages were not omitted on sheets.....	2
Errors where packages reported as tested and had not been tested.....	1
Errors in the character of sugars.....	11
Errors in ports.....	4
Total.....	244

Errors in the one hundred and eleven sheets which had been corrected at the appraiser's store and returned to Boston as correct.

In regard to the errors above noted, wherein the duty was raised, as noted in liquidation, the number of packages was very small, *i e.*, 1 tierce, 3 hogsheads, etc.

The majority of changes in the tests for classification noted on the sheets lowered the rate of duty paid: "Liquidated weights on packages on which duty was lowered 20,613,533 pounds. Loss of duty as shown by invoices and entries, by reason of changes made in tests from these noted on the sheets as classification (indicated thus *in Table D) is \$9,929.72."

In but one instance does it appear that a re-sample was made, which might legitimately change the classification.

I transmit sample sheet (copy of one of the one hundred and eleven sheets), which shows the change made in the classification noted on the invoice and entry from the reported classification on the exchange sheets. Exhibit 213, also in "Envelope," public posting of classifications, etc. Although Assistant Appraiser Tice in his report stated, "the tests extended in the sheets are correct and in no manner affecting the duties," by my examination, as above stated, 103 errors in tests, which lower the duties by \$9,929.72. This is a direct loss to the revenue of that amount.

In eleven instances the duty was raised.

It is noteworthy to remark here that the total number of tests of sugars noted in these one hundred and eleven sheets, Havemeyer & Elder, represented by Broker James Burt, whose headquarter's are at the appraiser's store, had 51; imports of other firms represented by Broker Burt had 12; making a total of 63. Imports of firms represented by Broker J. A. Dreyfous, 22; imports of firms represented by themselves or other brokers 17. Broker Burt's work at the appraiser's store in the interests of his clients (importers) effected for Havemeyer & Elder a saving in duty of \$4,951.70, in the interests of other clients a saving of \$1,784.60, or a total of \$6,736.30.

Broker Dreyfous, by the same work for his clients (importers), effected a saving in duty of \$1,602.37, making a total saving attributable to these two brokers \$8,338.67; saving by other importers doing their own work at the appraiser's store is \$1,591.05, a grand total loss of duty of \$9,929.72.

I desire to call attention to the regulation (article 50) requiring that the public posting of these classification sheets shall be made at the custom-house at the close of each business day, and amended as previously stated by the order of Acting Secretary French, May 28, 1883, permitting the public posting to be made at the appraiser's department at New York.

In prosecuting my investigation under Department orders I found that these clas-

sification sheets were, and had been from June 1, 1883, posted in the sugar division, in the room adjoining that of the assistant appraiser of that division.

I find that these classification sheets are posted in a room where access can only be had upon a pass issued by the appraiser, asking for information as to the posting of said sheets. Assistant Appraiser Tice, under date of June 29, 1887, in letter marked Exhibit 4, states, in reply to my questions, as follows:

Question. Are the tabulated statements of the classification of sugar at this port, when made, publicly posted according to the letter and spirit of the regulations, article 50 (S. S. 5725):

Answer. I am of opinion that they are in connection with Department's letter of May 28, 1883 (above given).

Question. Have the representatives, agents, or brokers of any of the sugar-importing firms at this port free access to such statements without passes?

Answer. To the best of my knowledge they have not.

Delay in posting classification sheets.

Complaint was made to me that the exchange classification sheets were not being sent from New York to Boston with regularity; that from four days to a full week often elapsed from the date upon which classification was made before they were made out for transmission to Boston, and then five or six sheets would be sent together.

This detention of classification sheets caused surprise and annoyance to the customs officers and importers at other ports, who depended upon these sheets to note at what rates sugars were being appraised at the port of New York, thus defeating the intent of the Department in ordering the exchange (daily) of these sheets between the principal sugar-importing ports and New York.

The reason for this detention of sheets may be explained thus:

I. Opportunity is given to the favored importer to have a retest of certain marks of his importation after classification had been officially made, but the result suppressed in order to effect, if possible, the lowering of the classification.

II. The general trade can be kept in ignorance of the rate of duty to be paid by the classification. Advantage thus gained is dollars and cents to those who might wish to buy the sugar on the market, cost and freight.

III. Favored brokers can use the imports to advantage on the market; the trade in other ports can be kept in the dark as to classification until such time as the broker desires the classification known. The invoices can be held back at the appraiser's store and damage allowance made unbeknown to the general trade.

IV. Time for the consumption of the cargo can thus be arranged, so that, as soon as classification is made suitable to the importer or broker, the sugars can go at once into the melting-pan and their identity lost, thus preventing the possibility of are sample if from any cause suspicion should be aroused by the *low* classification and the Government order such resample.

It will be seen that advantage can be had by the importer or broker in the failure of the customs clerk in the sugar division to post at once, "at the close of each business day" (as the regulation requires), "for the information of the importer," the classifications made.

The clerk above referred to, whose duty is to post said classifications daily and mail the notices of classification of their sugars to the importers "at the close of each business day," also to transmit the exchange sheets of classification (covering the day's work) to Boston and Philadelphia, is Charles H. Trainer.

In his sworn testimony (see Exhibit 105) he says:

"I write the tabular statements of the sugar classified each day about 3 o'clock in the afternoons. On the following mornings I make out the exchange sheets for Boston and Philadelphia. I write up these tabular sheets from the invoices after the daily classifications have been made; therefore these sheets show the correct classifications. This I assert positively.

"I have charge of the returning of these invoices to the invoice bureau; they are returned promptly at the rate of about 25 each day as the classifications are made, and if there is any detention it is not in the eighth division."

Clerk Trainer, in his letter attached to his testimony (Exhibit 105), states:

"As to invoices being detained at the request of Mr. Burt, sugar broker, pending a retest or resample, these invoices are of cargoes belonging to the importers he represents and no others."

On page 2 of his testimony he says:

"Some months ago Assistant Appraiser Tice said he would like to know what changes were made from the original tests of an invoice, and I suggested the pinning to the invoices the requests of the brokers for retests and resamples; this has since been done."

On page 4 of his testimony, dated July 28, 1887, he says:

"It has been the practice in our office in the eighth division, under the late Assistant Appraiser Hay, up to about March 1 last (1887), to write up the tests of classifications of sugars in the daily tabulated statement of classification, such as are exchanged between the ports, as provided in paragraph 4 (S. S. 6859), from the notices as mailed to importers informing them of the classification of their sugars.

"Since that time, March 1, 1887, Assistant Appraiser Hay instructed me to copy the classification from the invoices made up each day. The reason he gave for ordering this change was that changes might be made in the classification on subsequent tests made at the requests of brokers and importers.

"This order was issued to remedy the cause of complaints made at Boston in regard to the errors in the tabulated statements of classifications as furnished by the appraiser's office at New York."

Alaric C. Morgan, assistant clerk, in his testimony (Exhibit 109), states:

"I assist Mr. Trainer in making out the daily classification sheets, or rather the copy that goes to Philadelphia; he never allowed me to make out those that went to Boston.

"I do not see the invoices. I use great care in making these from Mr. Trainer's sheet.

"I have heard Broker Burt say he was in no hurry for an invoice to be written up (classification noted), but I did not know to what particular invoice he referred."

George M. Anderson, clerk (Exhibit 106), states:

"I receive the invoices before classification has been made and enter them in my books. Classification sheets can not be posted at the close of each business day. By the rule of the appraiser invoices can not remain in the division longer than seven days, except by returning the number of the invoices to the invoice bureau. Brokers desirous of holding back their invoices attach thereto written requests for retest or resample. This detains them."

Assistant Appraiser (sugar division) T. S. Tice states in his testimony (Exhibit 99):

"I think all importations of sugar at this port are reported upon the classification sheets."

Examiner-in-charge A. G. Remsen (Exhibit 102) states:

"The requirements of article 50 are not wholly complied with as to the posting of tabular statements of classification of sugars, as it is a physical impossibility; and, as a rule, several days elapse after the classification before the posting is made, and in the mean time this gives the brokers opportunity to have their samples retested.

"I do not consider the appraiser's store or any part of it a public place for the posting of classification notices. If I had the direction of the matter I would have them posted in the rotunda of the custom-house. I do not know what caused the change from the custom-house to the appraiser's store. Colonel Ayer was here and was well aware of the fact, and it was done with his consent. There can be no explainable reason why these sugar classifications should ever have been posted in the assistant appraiser's office. I see no possible good, and there might be possible harm, in such posting; whereas if the posting was done at the rotunda at the custom-house and notices mailed to importers, as required in article 50, no harm would be done; it would be fair to all, and the Government and the importer would be treated fairly. It would keep brokers out of the sugar division."

In regard to the public posting of damage allowances as required in article 50, Examiner Remsen says, "the trade gets information of damage by sending to the damage department."

The sugar importers do not wait for the public posting of classifications, as required in articles 28 and 50 (S. S. 5725), before removing the United States sample packages, as is shown in my treatment of article 28. The reason is obvious. The public posting is long delayed, and they must melt up the United States samples entirely regardless of the regulations; in this the officers and employés of the sugar division aid and abet. Examiner Remsen further states:

"On account of the crowded condition of work in my division, it has been simply impossible to post 'the daily statement' of sugars classified during the day, but on the other hand two to six days or more intervene between the original classification of the sugar and the noting of the classification upon the tabular statements. When these sheets are written up they should be and as far as I know are correct."

Supervising Examiner R. E. Bowne, in his testimony (Exhibit 100) says:

"I never saw a tabulated statement of the classification of damaged sugars posted, as required by regulation. In making up the exchange tabulated sheets of the classification of sugar at this post great care is exercised to have them correct. As I consult the Boston tabular sheets, it does appear that imported sugars at that port pay a higher rate of duty than is collected at New York. From information I have received from refiners and others, I believe that Boston receives higher grades than New York, but of this I have no personal knowledge."

Examiner McElwee (Exhibit 101) states:

"Previous to Mr. Tice's incumbency of the assistant appraisership the public posting of the daily classification of resamples was never done.

"In Havemeyer & Elder's importations at that time it was the rule to order resamples, consequently the public posting of the classification of that firm's resamples were never shown.

"At my suggestion Mr. Tice required that the classification of resamples made should be publicly posted daily, which I understand has been done, and thereby has diminished our work 50 per cent.

"By means of the suppression of the public posting of resample classifications, the other ports have been kept in ignorance of the classifications for duty, as the resample invariably lowers the classification from one to two degrees. I believe that the practice in this omission to publicly post classifications of resamples was done at the instance of Broker Burt. On the 11th or 12th of July, 1887, under my direction, Samplers Leimbach and Mundy sampled the cargo of the *B. K. Serano*, Leacraft & Co., Burt, broker, at the Havemeyer & Elder refinery. These samples were tested on the 13th of July, and the classification was published on the sheets July 22, ten days after the samples were drawn."

Notices of classification are not mailed to importers as stipulated in article 50, but this subject is fully covered under the caption of "Brokers' Interests and Influence."

It must appear that classification sheets can be of little value if the data is incorrectly stated, or if importations, resamples, etc., are omitted; and if brokers exercised the power and granted the privileges, as set forth in the evidence, of detaining invoices, preventing the noting of classifications of their sugars pending retests, and said retests invariably lowering the rate of duty to be paid, the apparent nullifying of the regulation is very striking, and for the continuance of these peculiar practices the customs officers of the sugar division are mainly responsible, and they condone acts resulting in fraud upon the revenue, being made pliant tools by the astute sugar brokers.

In Philadelphia the classification sheets are exposed to public view in the custom-house. In Boston they are hung in plain sight and accessible to all in the rooms of the sugar examiner, and they are daily copied by the representatives of the sugar trade.

It will be borne in mind that the notice of classification sent to the importer (see Exhibit 215) notifies him that his sugar by a certain vessel, of so many packages, containing so many marks and numbers, has been polarized at such a test and pays duty at such a rate. Thus the classification has been made and the importer notified. This notice is signed by the examiner (in charge).

The clause taken from article 8 of the regulation is printed on the bottom of the notice, by which the importer is informed that if he desires a resample he must apply for the same in writing before twenty-four hours have elapsed from the date of this, his notice of classification.

It is clear to be seen that the regulation contemplates no other circumstance other than resample could be brought to bear on the classification to change it in the slightest degree, but this is very far from being the case, considering the customs in operation at New York.

Reverting to damage allowance, Assistant Appraiser Daniel J. Moon, at the time of my examination in charge of the damage division, admitted that he knows nothing of damaged sugars; he signs the warrants Mr. J. A. Sherer, the examiner, prepares; in his statement, which he refused to sign (Exhibit C C), that "United States samplers draw the damaged samples," which they do not do, as Mr. Sherer draws them; that "the sugar is brought to the appraiser's store and submitted to polariscopic test and the per cent. of damage ascertained." This is only partially true; he does not know that Examiner Sherer tests United States damaged samples at his private place of business, 122 Front street.

He could not state whether his office contained blank damage warrants, in fact he thought not; and yet, through Clerk Trainer, I secured some from Mr. Assistant Appraiser Moore's office; he did not know whether his office contained printed slips upon which damage tests are noted.

He said: "Sometimes two examiners sign the damage warrant;" the law is imperative in its requirements that two examiners shall sign the rule upon all imported goods damaged.

He did not know what commercial damage was; he supposed it related to damage to coverings, not to contents. Damage brokers Jones and Kippen were known to him, but he never heard of any irregular practices charged in connection with brokers and damage allowance.

The foregoing treats with the existing Treasury regulations embraced in S. S. 5725, and its amendments, more particularly relating to violations of the same; further violations will be specifically pointed out in the succeeding pages of this report.

SUGAR BROKERS, THEIR INTERESTS AND INFLUENCE.—“THE BURT SUGAR RING.”—FRAUDS, MANIPULATION OF SAMPLES AND LOSS TO THE REVENUE.—HOW LOW CLASSIFICATIONS ARE SECURED IN NEW YORK.

It has been alleged that by reason of fraud and collusion low classifications of imported sugars have been secured at the port of New York.

This is a part of the complaint of the customs officers and sugar merchants at Boston. The latter have suffered in the business by reason of the superior advantages enjoyed by the New York importer in lower classifications, and the former have been greatly annoyed and exasperated by the persistent efforts on the part of the Boston sugar trade to compel them, if possible, to make their appraisements conform to those ruling at New York.

With a view to prove or dispose of the above stated allegations this report is respectfully submitted. I have endeavored to obtain only reliable information from trustworthy sources; not from men who, in vulgar parlance, have “axes to grind,” spleen to vent, grievance to voice, but facts from reputable persons knowing to the case, and from officers and employes of the customs service stationed in New York, where said irregularities and fraud is said to exist.

The statements of five or six ex-officers of the service are herewith presented, and in so far as their statements are corroborated by the evidence of present officers, given under oath, the former must carry weight and is entitled to careful consideration.

The accuracy in the presentation of the statements of these ex-officers I can personally vouch, as they are faithful transcriptions of notes taken by me giving their utterances.

The Hon. Daniel Manning, the then Secretary of the Treasury, in his annual report of 1885 calls attention to the fact that the anti moiety act of June 22, 1874, has taken away the inspiration or inducement to customs officers or other persons to give information to the collectors of ports as to frauds upon the revenue. No attestation to the truth of this statement is necessary at my hands.

All incentive or inducement having, by law, been removed, officers whose duty it is to investigate, detect, and prevent frauds have neglected to bestir themselves, either for the above reason or from the fact that no informers could be found with sufficient honest motives actuating them, who would disclose and aid in the detection and prevention of frauds in the absence of inducement. Again, a certain amount of personal responsibility attaches to an informer, and he hazards his own interests by turning his knowledge of fraud into official channels.

That fraud in the importations and classifications of sugars imported at New York has occurred, is abundantly proven in that portion of this report under the caption of “Official Reports of Special Agents.” It further appears that certain special agents have been exceedingly remiss in their duties in the above connection; they knew there existed frauds in sugar, but they dared not touch the subject.

The main reason why officers of the service have carefully avoided sugar matters in New York is quite tersely expressed in the statement made to me January 12, 1887, by Special Agent J. B. Peck, now stationed at New York. I requote his words:

“There is no doubt as to the existence of frauds in sugar; they have existed for years, but it does not do for me to touch them, for the sugar ring is a most powerful one. * * * It is next to impossible to unearth it. * * * Affidavits are in existence as to the sugar ring of which James Burt is chief. The influence of the ring is very far-reaching, even to the Department at Washington, and dominates there.

* * * The ring has its agents every where, and some not far from this office. Broker Burt used to come to this office very often, but in the last six months, for some reason or other, he has not come as often as formerly; his stamping-ground is at the appraiser’s store, where he has willing tools to do his behests.”

The above is given as a sample of the expressions made to me in regard to frauds in sugar at New York by other officers of the service at that port.

The great difficulty in obtaining legal evidence of fraud can be appreciated by the Department. Statements and results of interviews with men who know of existing evils in regard to sugar and its treatment for duty are presented for their worth, and must be accepted as circumstantial evidence, for they are in the main corroborated by the sworn testimony of officers and employes of the customs service. Assuming that Mr. James Burt is, as alleged, “chief of the sugar ring,” it may be timely to explain who he is and his past and present connection with sugar imports at New York.

It appears that in 1869 Mr. James Burt, or “Colonel,” as he is called, was appointed and served as assistant appraiser in charge of sugars at New York until September, 1874, when he resigned.

When Colonel Burt entered upon his official duties he inaugurated a system of reform in the handling and treatment of sugar for duty, and for a time he prosecuted his work vigorously; then complaints commenced to come in that certain importers were being unduly favored, and that he was exercising “an arbitrary and exclusive

administration of the duties of his office," and that classification of sugars at New York were lower than at other ports.

May 22, 1872, Special Agent Brackett reports that "Burt, in consequence of the system of espionage introduced by him, claimed that it was next to impossible for any of his samplers to defraud the Government," etc.

December 29, 1873, Special Agent F. E. Moore wrote to Appraiser Darling that the Department had instructed him to examine into the grading of sugar, as it was charged that Philadelphia and Baltimore importers were ordering their sugars entered and paid duty at New York, in order to take advantage of the lower classifications ruling there. The truth of the statement is shown in the report of Special Agent James S. Chalker to his superior officer, Special Agent Howe, dated December 9, 1873, in which it appears that the then assistant appraiser, Colonel Burt, had relaxed his espionage and low classifications ruled, and this was evidenced by the absence of appeals from the classifications made by Colonel Burt.

Captain Chalker says: "Not an appeal has been made by the merchants from Colonel Burt's classifications since the latter part of 1870. Colonel Frothingham says Burt has been very careful in carrying on this business, and shuts himself up in a room alone when he examines samples of sugar; but he is positive Burt is making wrong classifications of the same every day. I await your orders to proceed, feeling confident we are on the right track."

I will refrain from commenting on what "track" Special Agent Chalker felt confident he was on, as later developments will show conclusively.

Under date of April 29, 1874, Special Agent Chalker reports to Special Agent Howe as follows:

"Upon visiting the wharves I found that the samplers were not careful in drawing their samples; * * * not done uniformly or correctly; * * * on 4,358,345 pounds of sugar classification was wrong, entailing a loss to the Government of \$7,014.62 in duties; * * * 24 per cent. of sugars wrongly classified."

As previously stated, Colonel Burt resigned his position of assistant appraiser, to take effect September 1, 1874. The Department files do not show a report made by a special agent then in the service covering an investigation into sugar classifications at New York, which, it is stated, made Colonel Burt's resignation necessary; therefore I am unable to give these facts as the record would show, although diligent search was made in the Department's files upon the order of the honorable Secretary of the Treasury at my request. That such a report was forwarded to the Department is attested by several officers of the Department at New York and by customs officers and others.

That this damaging report has been removed from Department files is in keeping with the statements made herein, previously noted, that "the agents and informers of the sugar ring reaches the Department at Washington."

The nature of the damaging report was in effect that the sum of \$3,500 was traced to Colonel Burt and two samplers; that \$1,500 went to Colonel Burt and \$2,000 was divided by the samplers. The latter were dismissed the service and Colonel Burt "resigned," as the Department record states.

November 27, 1884, a couple of months after Colonel Burt "resigned," Special Agent Alexander reports:

"Invoices of sugar are held at the public store from twelve to fourteen days and until the sugar can be disposed of and prevent resampling and reclassification. Short weights, under the head of 'actual tare and reclassification,' called for by importers on verified samples after the sugars have gone into consumption, are alleged to be the plan adopted by some of our importers to defraud the Government. I hope soon to place the responsibility where it belongs and correct the evils that evidently exist."

In a report made subsequently Special Agent Alexander says:

"My attention has been called to the irregular manner of sampling and classifying sugars at this port. The practice of detaining invoices at the public store is an evil which should be remedied. It gives the importer time to dispose of his cargo and place it out of the reach of customs officers for re-examination. * * * No owner or agent (of an importer) should be admitted to the examination-room when classifications are being made."

"One gentleman, formerly an officer in the Department, claims to act as agent for several sugar-houses, about a dozen, I understand, * * * and attends to the sampling and classification of their sugars as they are passed, and, as such agent, he has free access to the sugar-room at the public store whenever his principals have a cargo in port." This report was forwarded to the Hon. Bluford Wilson, Solicitor of the Treasury.

The agent above referred to as an ex-officer of the sugar department, was Col. James Burt, who resigned a few months previous to the date of Mr. Alexander's report (viz, September 1, 1874).

Upon leaving the service Colonel Burt set himself up as sugar broker, office 44 Pine street, New York. Dunn's commercial agency reports on Colonel Burt thus: "James

Burt, sugar broker, 144 Pine street. Special business of attending to sampling and classification of sugars, also broker with special facilities for the recovery of duties illegally collected. Reliable. No special capital."

I would call attention to the fact that so soon as Colonel Burt left the United States service he became broker on "sampling and classification of sugars" for several large importers and refiners, among the latter being Havemeyer and Elder Refinery Company, the most extensive refiners in the United States. Further, that by reason of his late official connection with the sugar division of the appraiser's department, as chief officer of that division, his intimate relations with the officers and employes of that division (some of whom owed their positions and retention in office to him, Burt) led him to expect special treatment at their hands of interests which, in the capacity of sugar broker, he might bring before them.

One of the special privileges he expected (and as it appears by Special Agent Alexander's report he received) was "free access to the sugar-room."

Colonel Burt's methods in prosecuting his calling as "sugar broker with special facilities," etc., are worthy of particular attention, for what was true in relation to them in 1875 and 1876 is equally true to-day, viz, in obtaining for his clients, sugar importers and refiners, reclassifications on verified samples, even after the sugars represented by the samples had been consumed, melted up, etc., and the cargoes placed out of the reach of the customs officers, in case the Government desired to make a re-sample.

A short time after Colonel Burt resigned the assistant appraisership of the sugar division an incident occurred worthy of note; official records prove, in the main, that the incident as narrated to me was based upon fact.

Ex-Special Deputy Collector John A. Lydeker, of New York, states (Exhibit 149): "Shortly after James Burt resigned the assistant appraisership, he called upon me and asked me to allow the reliquidation of an entry of a cargo of sugar, which he through misapprehension had wrongly classified as one of the last of his official acts; the classification he said had been made at too high a rate by considerable, and that if I did not object he would have a reliquidation made, at the same time intimating that his brother, the naval officer of the port, was agreeable to the reliquidation.

"Supposing that the ten days of limit, as per regulation, had not elapsed I gave answer equivalent to assent. When later on I ordered up the entry and invoice, I found that more than thirty days had elapsed, consequently I did not send the papers back to the appraiser as Colonel Burt had requested.

"A day or two subsequent, James Burt called upon me and asked me why the papers had not been sent to the appraiser; I told him of the thirty days lapse of time, and advised him to submit the facts to the Secretary of the Treasury, who would, if the facts warranted, order a reliquidation.

"He urged me to order the same and upon my refusal he went away incensed.

"The next day Col. Silas W. Burt, the naval officer of the port, came to me and said: 'You did not oblige James in the reliquidation of that cargo of sugar.' I said, 'No.' He then argued the matter, stating that his office was quite willing that the reliquidation should be made; that a mistake had been made in the classification which would entail loss to the importer, and that as James had made a great error he wanted to have it set right.

"I told him that the case should go to the Secretary. He was quite put out, and for a long time manifested it toward me.

"Shortly after this occurrence James Burt, on meeting me said: 'You have knocked me out of quite a little money by not allowing that entry to be liquidated.' I think Naval Officer Burt supports his brother, broker James Burt, in sugar transactions.

"Shortly after the latter resigned he obtained the brokerage of a large number of sugar firms of this city."

In order to prove the correctness of Mr. Lydeker's statements as to the importation referred to by him, I made a long search for the entry, and as he, Lydeker, could only remember the name of the importer; not the vessel or date, considerable time and trouble was expended before I found the case evidently alluded to by Mr. Lydeker.

The papers I copied, and they are herewith transmitted (Exhibit 250). The importation was one made by Fabric & Chauncey, *ex Sacramento*, March 14, 1874. Bond No. 5358, liquidated September 24, 1874. Colonel Burt resigned his assistant appraisership August 30, 1874, twenty-five days prior to the liquidation.

The cargo consisted of 18,901 mats Iloilo sugar, total weight, 1,216,152 pounds—less damage allowed on 873 mats, weighing 4,201 pounds, making net liquidated weight 1,211,951 pounds; of this amount 791,944 pounds was classified to pay duty at 3 cents per pound, and 442,741 pounds was classified to pay duty at 1½ cents per pound.

Col. James Burt asked for a reliquidation of the entry, as above stated, in order that the sugar classified at 2 cents per pound might be changed to 1½ cents per pound and effect a saving to his clients, Fabbri & Chauncey, of \$1,815.45.

The invoice is marked thus: "Approved, James Burt, assistant appraiser," and writ-

ten on said invoice is found these words, in exactly the condition I copy them, viz, showing that erasure of them was intended by some one :

~~"Appraiser please recommend re-classification, Sept. 3, 1874."~~

The invoice shows that some person has attempted to erase these cross-marks, so as to make it appear that no attempt had been made to erase the line, " appraiser please recommend," etc.

Written upon the entry I found the following :

"This entry was taken from naval office, before liquidation, at request made for re-classification under new standard ; reply of Department within."

It then appears that as the special deputy collector had refused to allow the reliquidation, the matter had been submitted to the Department on appeal, and that said appeal was denied in Department's letter of May 31, 1875. (See Exhibit 250; copy.)

From the above will be noticed an attempt on the part of Broker James Burt (aided by his brother, the naval officer of the port) to secure a rebate to his clients, Fabri & Chauncey, of \$1,815.45, which would, in the light of Department's letter, above noted, denying the appeal, be simply defrauding the revenue of that sum of money.

Broker Burt, having obtained a large cliental of sugar importers and refiners, prosecutes his business at the appraiser's store, and, as stated, he (Burt), according to Special Agent Alexander's report to the Department, previously noted, is "the gentleman who has free access to the sugar-room."

In the furtherance of Broker Burt's plans he has the able co-operation of Examiner A. G. Remsen, who admits in his sworn testimony (Exhibit 102) that he was originally put in office, advanced in position and salary, until he was made examiner in charge of sugar at the appraiser's store, 1873, by Col. James Burt. Frank Hay, who subsequently became assistant appraiser of the sugar division, became his (Burt's) tool, for through the Burt influence he was originally appointed May, 1864, as clerk in the warehouse division, at \$1,200 per annum, and May, 1867, his salary was advanced to \$2,000. In December, 1869, he was successor to James Burt when the latter was advanced to the assistant appraisership, and in June, 1871, Burt secured the appointment of Mr. Hay as examiner of sugar in his own division, and finally in September, 1873, Burt's influence secured Hay's advance to the assistant appraisership of the sugar division as his (Burt's) own successor, and at an annual salary of \$3,000.

June 30, 1873, Colonel Burt, the assistant appraiser, secured the appointment of Thomas D. Johnson as opener and packer ; he was removed and then re-appointed, Burt making him a sampler, and in that position he was resworn January 5, 1874, at compensation of \$1,000 per annum. In 1876 Burt's influence still prevails, and Johnson was made clerk and verifier at \$1,200. July, 1885, he succeeded W. C. Jacobs in charge of the sugar-test book.

Jacobs was also a protégé of Burt's, and in July, 1885, William C. Jacobs was made examiner, having succeeded previously Joseph A. Lackey, who had charge of the test-book. During Burt's administration of the assistant appraisership Jacobs was a messenger and he took great interest in young Jacobs, an interest lasting to the present time and fully reciprocated by Examiner Jacobs.

William D. Davis was appointed sampler under Burt, and through the latter's influence he was advanced in position and salary from \$1,000 to \$2,200 per annum, his present compensation as examiner. Robert E. Bowne, appointed laborer at the public store in 1866, advanced at the request of Mr. Burt to opener and packer in 1870, detailed as sampler, and in 1878 he had him appointed examiner ; later, as a happy culmination, through the joint efforts of Special Agent Ayer, Assistant Appraiser Hay, and James Burt, Mr. Bowne was made supervising examiner, "in charge of the verification of original samples," in May, 1885. Mr. Bowne's successive advancement carried with it increased compensation from laborer's pay to \$1,000, \$1,200, \$1,800, \$2,000, \$2,200, to present salary of \$2,500, and all through the efforts and influence of James Burt primarily. Naturally enough, a strong bond of friendship exists between Mr. Bowne and his benefactor, Mr. Burt.

Another appointee of Mr. Burt's was James Dale, opener and packer, July, 1873, at \$3 per diem ; made acting messenger between the sugar-room and the sugar laboratory, a position which he holds to-day, with special privileges given him by Appraiser McMullen. Dale is the banker of the sugar division, and deals extensively in real estate.

James Maloney, teamster of the United States sample wagon, was appointed opener and packer when Burt was assistant appraiser in 1869 ; was made sampler in 1870, and to his present position January 30, 1875, at a salary of \$1,200 per annum. Burt secured for him his original appointment and his present position.

Philo. Cole, another intimate of Burt, was appointed examiner in 1877 ; services discontinued in 1880 ; messenger in 1883 ; removed July 31, 1885 ; re-appointed messenger by Appraiser McMullen, August 7, 1885, at Burt's solicitation, and detailed to the sugar laboratory, where he performs the duties of "sugar mixer" at an annual salary of \$840.

Through the joint influence of Special Agent Ayer and James Burt, Edward Sherer was selected and appointed chemist in charge of the United States laboratory, May

5, 1880 (succeeding Dr. Tilden), at an annual salary of \$2,500. The same gentleman secured the appointment of John A. Sherer, in 1879, who became damage sugar examiner in 1880, and his salary was advanced from \$2,000 to \$2,200, and finally to \$2,500 per annum, his present compensation.

Through the efforts of Dr. Edward Sherer, seconded by James Burt, Samuel F. Ball was inducted into the United States service, appointed opener and packer June 10, 1885, and sampler October, 1885, and made acting polariscopist in sugar at \$1,200 yearly, his present position and salary. Young Mr. Ball, as previously stated, tests damaged sugars, as well as comparative samples of sugars in the dry substance exchanged between the ports of New York, Boston, and Philadelphia. He only signs his initials to certificates of tests because, as he says, he is not officially an examiner.

F. W. Howard, who is a brother-in-law of Mr. James Burt, was, through the influence of Mr. Burt, appointed "private secretary" to Appraiser McMullen May, 1885; original salary \$1,800, but May 10, 1886, it was increased to \$2,000, the present rate. Mr. Howard is a member of the civil-service board for the New York district, covering particularly the appraiser's department.

S. Seabury Guion, another brother-in-law of Mr. James Burt, was appointed, through the efforts of the latter, examiner July 12, 1883, succeeding Mr. Lewis McMullen (the present appraiser of the port) in the examinership of the hardware division; original salary \$1,800, advanced to \$2,000, and on September 16, 1886, further advanced to \$2,500.

George E. Bissell was, through the efforts of James Burt, appointed clerk in the naval office, October, 1865, at \$1,400; made liquidator in 1874, at \$1,800; increased in 1877 to \$2,000, and further increased in 1886 to \$2,200 per annum, his present compensation.

Mr. Lewis McMullen, appraiser of the port, was advanced from examiner in charge of the hardware division to his present important position in 1885, through the joint influence and efforts of Cooper, Hewitt & Co., of New York, Mr. Roosevelt, Silas W. Burt, naval officer of the port, General Aspinwall, and others. Mr. James Burt's personality did not manifest itself in this appointment, but I am informed that he secretly did all in his power to effect the nomination of Mr. McMullen for the appraisership.

A very strong bond of intimacy exists between these two last-named gentlemen, namely, the appraiser and Sugar Broker Burt, so intimate and constant to each other that upon the occasion of every call I made upon the appraiser (save once) I found Broker Burt sitting at or very near the former's desk inspecting papers. The appraiser firmly believes in the honesty and integrity of Broker Burt, and accords him privileges not granted to any other sugar broker.

As to Mr. Burt's presence in the sugar division of the public store (he divides his time daily between the appraiser's office and the sugar division) the facts will be presented later, and will fully establish, I opine, the great prestige Broker Burt has at the United States appraiser's department, New York.

From the above statistics (the accuracy of which can be verified upon consulting the proper sources of information) it appears that of the officers and employés of the appraiser's store, New York, or more particularly the sugar division, Broker Burt's appointees and friends in their present official positions, relating to sugar appraisements and kindred matters and who do his behests, are:

1. Examiner in charge, A. G. Remsen.
2. Supervising examiner, R. E. Bowne.
3. Examiner, William C. Jacobs.
4. Examiner, W. D. Davis.
5. Chief chemist, laboratory, Edward Sherer.
6. Damage sugar examiner, John A. Sherer.
7. Acting examiner in laboratory, S. F. Ball.
8. Sugar mixer, Philo Cole.

9. Test-book clerk, Thomas D. Johnson.
10. Messenger between sugar-room and laboratory, James Dale.
11. Teamster of sample wagons, James Maloney.
12. Private secretary to the appraiser, F. W. Howard.
13. Examiner hardware, S. Seabury Guion.
14. Liquidator naval office, George E. Bissell.

The above-named officers and employés (eleven of whom are employed in the sugar division), with the exception of the two last named, further by every means in their power the interest of Broker Burt at the appraiser's store, and during the long term of service of the last assistant appraiser, Frank Hay, Broker Burt had in him an able coadjutor, as the accompanying evidence fully attests. As to the intimacy existing between Broker Burt and Appraiser McMullen, I treat separately in a subjoined portion of this report.

A "ring," in the vernacular of the day, I take to mean a representation of interests joined.

As in the original premises it is alleged that a "sugar ring" exists (at the port of New York), of which Broker Burt is the chief, it will be proper, then, to designate, if possible, other members of the alleged ring in order to show that such an organization has tangible existence.

To this end I call attention to Sugar Broker Joseph A. Dreyfous, who, in June, 1876, was sugar examiner at New York, United States appraisers' department. He was

made superintendent of samplers January 1, 1879, but in December of that year that position was abolished by Examiner Howard and Dreyfous became sugar examiner on the docks. March 15, 1880, he resigned, as the Department's record states. I am informed, however, that a very cogent reason existed for Mr. Dreyfous's withdrawal from the customs service, but so far as Department's files are concerned in giving the facts in the case, the same ambiguity exists in this connection as was found in the case of James Burt, who, as the record states, also resigned.

It may prove of interest to state that the special agents of the Department found and reported upon relative to the treatment of sugars for duty during J. A. Dreyfous's term of office as superintendent of sugar samplers and examiner on the docks, at the same time showing what Assistant Appraiser Hay (of the sugar division from January, 1876, to March, 1888) was responsible for in connection with irregularities and fraud in sugar at the port of New York. Hay succeeded James Burt in the assistant appraisership, and, as previously stated, secured his advancement through the influence of James Burt, whose willing tool he became when the latter became broker on classifications of sugar for the principal importers of New York.

In January 20, 1876, Special Agent Alexander reported to his Chief Special Agent Howe and also to Solicitor of the Treasury, Hon. Bluford Wilson, as follows:

"I am still investigating sugar at this port. It is very difficult to obtain positive evidence (of fraud), but from examination of a large number of invoices, and from information received from other sources, I am of the opinion that many lots of sugar have been entered and classified at least one grade below their standard value. I also find great discrepancy in gross weights," etc.

February 1, 1876, in a report to the Department he writes:

"Since my attention was called to the discharge of sugars entered for consumption by Havemeyer & Elder, *ex* steamer *Columbia*, I witnessed the weighing and sampling on the wharf; the former was done in very unreliable manner, and the sugars sent away for consumption. The sampling was improperly done. The weight by the weigher's return falls short 27,134 pounds. The classification was arbitrarily made and at random; the samples taken were not sufficient to determine what proportion of each lot was above No. 13 D. S. The practice of admitting the agent of the sugar (Mr. James Burt, broker for the firm) to the examination room while classifications are being made is detrimental to the Government."

Under date of February 10, 1876, in his report to the Department, he says:

"I have made further inquiries as to cargo *ex* steamer *Columbia*, and find that the sugars were all melted up before the invoice was classified; no samples for reclassification could be obtained."

Special Agent Brackett reports to the Department March 13, 1877, in reference to frauds upon the revenue, resulting from the coloring of sugars in order to lower classifications of same, and in January, 1878, he writes as to fraud in the weighing of sugars, also as to the bribery of United States weighers, who had falsified weights, the importers getting more sugars than they paid duty on, and that Donner & De Castro (refiners, James Burt, their broker) were being looked after for frauds in drawbacks, and January 8, 1879, further in the case of the bribery of United States Samplers Brown and McDonald; Inspector Maddox also reporting in corroboration. November 31, 1878, he writes as to frauds in sugar through the work of the broker of C. W. Durant & Co. on the cargo of the *Niagara*, in short weights, etc., the Government losing in this case \$815.

December 4, 1878, Special Agent N. S. Curtis writes to Appraiser Dutcher that he has secured evidence of crooked work on the part of United States Samplers Knoblock, McDonald, McQuade, Flume, Bloom, and Nugent, and advised their removal as "tainted officers."

In due time McDonald, Flume, and Bloom were removed. Knoblock was removed, but later on re-instated, April 16, 1880; finally dismissed for more crooked work May 15, 1885, seven years after official notification had been given of "collusion" and "taint" on his part by Special Agent Adams. Nugent was not removed till January 11, 1881, having been apprehended in the mean time with more crooked work in connection with sugar.

December 9, 1878, Special Agent Curtis reports to Secretary Sherman. He says:

"I have endeavored to ascertain the several methods adopted by the representatives of sugar importers to defraud the Government. As to weighing I have secured sufficient evidence to warrant bringing criminal suit, but in regard to sampling * * * I find the *modus operandi* is to ask the United States samplers for easy terms; * * * to return a greater quantity of low-grade samples, and in case a re-sample is ordered, one of the tainted officers is in the detail and it avails nothing. It seems impossible to prove to a jury that fraudulent returns have been made after the sugar has gone into consumption. The removal of the tainted officers seems to me the only remedy by which the old system of frauds at this port can be effectually broken up."

In another report to Secretary Sherman, dated December 12, 1878, he writes, asking

for authority to hire informers to tell how United States officers have effected low classifications of sugars and he knows of no other way of unearthing the sugar frauds.

July 23, 1879, he writes to Collector Merritt, of New York, and suggests "methods to stop frauds and prevent merchant samplers tampering with United States samples as they do, and that retests show lower results;" also as to the removal of certain samplers.

March 12, 1880, Special Agent Alexander calls attention to six tests made in the classification of a cargo of sugar imported by Havemeyer & Elder (James Burt, broker) and that the lowest test was taken as basis for classification; that "thereby the Government lost \$3,000, evidencing irregularities existing at the public store."

Under date of February 10, 1880, he writes as to another cargo of the same firm classified "too low" upon which the "Government lost \$2,000," and on March 15, 1880, as to a cargo of Fernandez & Calvo (Burt, broker) "on which the classification was too low and the Government lost in revenue."

Special Agent Adams in his report for March, 1880, to the Department, says:

"There is no doubt that the revenue suffers by allowing the lowest tests to be taken as basis for classification * * * with constant loss to the revenue. * * * Under the present system brokers are constantly visiting the laboratory; they know whose sugars they are testing. * * * I call attention of the Department to what I consider dangerous methods of conducting the examination of sugars at this port." He urges "the presence of Special Agent Ayer at once."

March 29, 1880, Special Agent Alexander reports "on the loss to the revenue of \$1,050," on an "importation of sugar by Havemeyer & Elder, by means of "improper classification."

At this point Superintendent of Samplers J. A. Dreyfous resigns April 1, 1880, and immediately becomes sugar broker for the trade; Special Agent Ayer takes charge of all matters relating to sugar, and Edward Sherer is put in charge of the United States laboratory May 5, 1880.

I have endeavored in the foregoing to state, as briefly as possible, some of the irregularities in sugar as they existed during the official incumbency of James Burt as assistant appraiser in charge of sugar and Joseph A. Dreyfous, superintendent of sugar samplers, both of whom blossom out as sugar brokers immediately upon leaving office.

Naturally enough, their former official standing and the continuance in the sugar division of men of their cloth and selection gave them their capital in trade, which the sugar importers and refiners were not slow in taking advantage of in securing their services, as will be fully shown.

I digress only to call attention to copies of reports and letters of special agents which show how low classifications were effected, and other fraudulent proceedings at New York, from May, 1880, to June, 1886, as set forth in that portion of my report headed "Official Reports of Special Agents," etc.

Brokers Burt and Dreyfous now (1880) became rivals in trade, each having powerful backing and personal friends in the sugar division. That they used these friends subsequent events prove beyond doubt.

The preponderance of Burt's influence lay with the officers and employés at the appraiser's store, while that of Dreyfous was with the examiners and samplers on the wharves, and both brokers have held sway to date.

Through the personal influence of Broker Burt with Appraiser McMullen (who entered upon his duties as appraiser of the port early in 1885) the removal of seven known friends of Broker Dreyfous in the sugar division was effected. The rivalry between these brokers culminated in open warfare, and Appraiser McMullen, taking the part of Broker Burt, ordered the severance of Dreyfous's telephone connection with the appraiser's store and ordered discontinuance of business with that person by telephone. Dreyfous was for quite a time thereafter the recipient of very ungracious treatment at the hands of the appraiser by reason of the dominance of the Burt influence and daily presence at the office of the appraiser of that gentleman.

Col. Frank Hay, the assistant appraiser of the sugar division, in his testimony taken by Special Agent Gray in the "Moorewood case," previously alluded to, said he had "a prejudice against Dreyfous," and again that he "hated that little Joe Dreyfous;" in these sentiments he was simply voicing the sentiments of Broker Burt, his patron.

This state of affairs continued till early in 1886, when Dreyfous, goaded to desperation, proceeded to the Department and poured his plaint into the ear of the then Acting Secretary of the Treasury, Hon. C. S. Fairchild, complaining to the Acting Secretary of the influence of Broker Burt and in reference to the treatment of imported sugar for duty at the port of New York.

A short time subsequent, the powerful influence of Stephen A. French, of New York, was brought to bear upon Appraiser McMullen in Dreyfous's behalf, and he commenced to be the recipient of favors and privileges previously denied him, but only in a measure such as Broker Burt enjoyed. A tacit agreement was made between the rival

brokers; each was to mind his own business, and if a joining of issues was not an actual part of the compact, results have shown that they pursued their calling without clash. Their interests were identical, viz, securing low classifications of sugars for their clients; their methods in some essential particulars differed.

Burt's main grievance had been that Dreyfous was getting away from him certain of his clients.

The former operated in his clients' interests with the officers in the sugar division and laboratory in securing low classifications; Dreyfous relied upon his efforts with the examiners and samplers, so that the latter would draw their samples and manipulate them, in order to obtain low tests; if he failed in this he took refuge in applications for retests and verifications of original samples, testing the retained sample, etc. These latter were Burt's methods, and he did not oppose Dreyfous in his efforts to employ his tactics, feeling satisfied that he was absolutely secure in his stronghold, viz, the warm esteem of the appraiser, the chief chemist, the examiner in charge, and the supervising examiner of the sugar division, not to mention others there employed whom he (Burt) had placed in office.

The tariff act of March 3, 1883, has been applied. Burt had practically framed the sugar regulations (S. S. 5725), aided by Colonel Ayer, Edward and John Sherer, both warm personal friends of Broker Burt, and the continued complaints of the Boston customs officers and merchants against the low classifications ruling at New York were laughed at and easily explained away by the New York appraising officers, mainly Dr. Sherer, Special Agent Hinds, and the appraiser; a few Treasury officers made feeble efforts to learn the true facts; the feeling that fraud in sugar was being practiced in New York became more and more apparent; rumor had it that by concerted action on the part of sugar men and customs officers fraudulent classifications were being effected; finally it was alleged that a "sugar ring" existed, of which Broker Burt was chief.

This brings the subject under treatment to the evidence educed in my investigation, and by it can be easily ascertained whether or not a sugar ring exists and by reason of the illegal operations of its members the customs revenue has been or has not been defrauded of large sums of money annually; also, whether officers and employes of the customs service stationed in New York have been acting in criminal collusion.

Broker Dreyfous and his aids.—Joseph A. Dreyfous, sugar broker, office 122 Front street, New York. His sampler and astute worker on the wharves is John Hetherington, who resides at Jersey City Heights; he has been in Dreyfous's employ for several years. The sugar laboratory of Edward and John A. Sherer, United States chemist and damage sugar examiner, is in the same building as Dreyfous's office.

The United States samplers Dreyfous uses in the prosecution of his calling are: P. Rahl, James ———, J. O'Donnell, Isaac W. Cole, G. K. Gilbert, James McQuade, N. J. Flocken, and Peter Twamley.

Twamley and McQuade were his most confidential subordinates when he (Dreyfous) was United States superintendent of samplers, and, with Flocken added, these men are his present standbys.

McQuade's removal, it will be remembered, was asked for imperatively by Special Agent Curtis, on the ground that he was a "tainted officer;" influence, however, kept him in his position, for to both Burt and Dreyfous he was too valuable a man to lose; hence his retention.

Broker Burt and his aids.—Edward Sherer, chief chemist; Charles H. Trainer, clerk; John A. Sherer, damage examiner; A. G. Rensen, examiner in charge; R. E. Bowne, supervising examiner; W. D. Davis, supervising examiner; William C. Jacobs, supervising examiner; Thomas D. Johnson, test book-clerk; James Maloney, teamster; James S. Dale, messenger; Samuel F. Ball, polariscopist.

James Burt, sugar broker; place of business 44 Pine street, New York; James Vail is his sampler, and his discretion is a proverb and a by-word in New York.

Brokers Burt and Dreyfous divide between themselves the New York sugar imports; the latter's clientage extended even to Philadelphia and Boston. These two men are the active brokers at the appraiser's store, not at the custom-house.

Ninety per cent. of the New York sugar imports are represented by these two men, as the following table will show, in confirmation of the accuracy of which I ask attention to "Exhibit B. Y.," being a list of brokers doing sugar business at the appraiser's store on "passes" issued to them by the appraiser; these passes give them free access to the sugar division. It will be noticed that the list furnished at my request by the appraiser bears date of June 27, 1887; since then certain changes have been made which will be noted later.

Sugar-importing clients of Brokers Burt and Dreyfous.

James Burt, broker, representing R. Acosta & Co., J. De Rivera & Co., L. Del Monte & Co., Butler, McDonald & Co., Hewtell & Torrance, Macy & Dunham, J. Sarenac & Co., Swift & Co., Decastro & Donner, Havemeyer & Elder; total, 10.

Joseph A. Dreyfous, broker, representing E. Atkins & Co., Ariles Bros., Brooklyn Sugar Refining Company, B. Burgess, Bowerman Bros., Brown Bros., James Bond, R. Borland, Bay State Sugar Refining Company (Boston), G. E. Carson, W. B. Cooper & Co., A. A. Cobb, J. A. Delvalle, J. W. Elwell, J. J. Franke, Howland & Aspinwall, Havemeyer Sugar Refining Company, H. B. Howell, Son & Co., W. B. Hunter & Co., Harvey & Outerbridge, J. Lee, J. F. Laugh & Co., Middleton & Co., Moorewood & Co., L. Monte & Co., Pomares & Cushman, Thomas Ross & Co., T. C. Reed, Sexas & Pardoe, Skiddy, Minford & Co., Spence, Montague & Co., Thebaud Bros., Thomsen & Co., Whitney, Pousland & Co., Watson & Tanner, George Wolde, Smith & Schipper, Maitland, Hawes & Co., Dick & Mayer; total, 39.

Brokers of other importers.

1. James Blake, representing Ira Burley.
2. Charles Behrens, representing Henry Beste.
3. M. Dillon, representing J. M. Coltallas.
4. A. T. Johnson, representing W. R. Grace & Co.
5. F. W. Wallace, representing A. S. Lazarus & Co.
6. E. M. McMannus, representing Moses Taylor & Co.
7. Walter Browne, representing various.
8. T. H. Brown, representing Moller, Siercke & Co.
9. D. Bahrenbaug, representing F. O. Mattheissen & Weichers.

It will be noticed that of the total number of sugar importers and refiners represented by above-named brokers at the appraisers' store, viz, 58, Broker James Burt represents 10, Broker Dreyfour represent 38; scattering, 9 firms, each having its own broker. Burt and Dreyfous, jointly, represent 49 of the 59 firms.

Burt's principal clients are Havemeyer & Elder, who run three refineries and employ over 1,000 men, with an average daily product of the main refinery of 2,000,000 pounds of refined sugar, equivalent to upwards of 7,000 barrels. This firm is the heaviest in the United States, and to a large extent control the market in refined sugar. The difference of one degree by polariscope in their favor on the import duty on the raw sugar consumed in ten daily melts equals \$800 per day, surely a snug sum. The aggregate daily melt of this firm and its two branch refineries is, *i. e.*, Havemeyer & Elder, main refinery, 2,000,000 pounds; controlling Decastro & Donner, two refineries, running in summer months only, is 500,000 pounds each; total daily melt of the three refineries is 3,000,000 pounds. The saving of one degree by polariscope on the import duties of the raw sugar required to run the three refineries, at $\frac{1}{100}$ cent per pound, equals \$1,200 per day, or \$438,000 per annum.

The imports and sugars bought and sold by Havemeyer & Elder represents nearly two-thirds of the entire importations of raw sugars at New York.

From the best sources of information it is ascertained that this firm pay, besides commission, a salary of \$12,000 per annum to broker James Burt for attending to the classification of their sugars at the public store, and in securing allowance for damage and drawback.

Their regular custom-house business is transacted by Baron Wardena, an Austrian nobleman. From this firm and the nine other houses Burt represents, it is learned that the aggregate of Burt's brokerage and salary amounts annually to over \$50,000.

To earn this sum of money it may be proper to show his modes of procedure at the appraiser's store, where his chief duties lie, annexed.

Broker Dreyfous represents, as stated, thrity-nine importers and refiners. Of these refiners I give the daily melt:

	Pounds.
Havemeyer Sugar Refining Company, daily melt.....	600,000
Brooklyn Sugar Refining Company, daily melt.....	1,000,000
North River Sugar Refining Company, daily melt.....	270,000
Fulton (Oxnard) Sugar Refining Company, daily melt.....	200,000
Total daily melt	2,070,000

The saving of one degree by polariscope on the import duties on the raw sugar necessary to run these four refineries, at $\frac{1}{100}$ cent per pound, equals \$828 per day, or \$302,220 per annum.

Dreyfous' income from brokerage and salaries from the 39 firms he represents amounts to not far from \$25,000 per annum. From some of his clients he receives \$1,200 per year; by others he is paid so much per cargo. Some of his clients compensate him in proportion to the amount of duty he saves them by obtaining reductions in classifications of their sugars.

It thus appears that a concentration of interests, or as previously stated, "a representation of interests joined indicative of the existence of a ring," is apparent.

Broker Burt and his clients, ten in number, embracing the heaviest importers and refiners, and Broker Dreyfous, with his 39 clients, importers and refiners combined, represent together nearly 90 per cent. of the sugar importing trade at the port of New York, and certainly the same per cent. of the gross amount of raw sugar imported and paying duties at that port.

Both these brokers, through their efforts, seek the same objects and ends, viz, low classifications and the reduction of import duties upon raw sugar.

If this be satisfactorily proven, then beyond question a sugar ring exists at the port of New York and its palpable object is to defraud the customs revenue.

That the premises can be established I will show by the sworn evidence of the officers and employes of the sugar division, United States appraiser's store, and by the statement of reliable persons at the port of New York.

Brokers Burt and Dreyfous at the appraiser's store.—June 27, 1887, pending my examination at the public store, New York, I requested the appraiser to inform me as to the three most prominent sugar brokers who make daily calls at the store in the interest of their clients.

His reply (see Exhibit BY) was, "There are but two brokers, who although not daily callers, might be classed as such, viz, James Burt and J. A. Dreyfous."

June 28, 1887, I inquired of the appraiser as to what sugar importers had, within the three months preceding, notified him of changes in the authorized brokers representing them at the appraiser's store. On the same date he replied (Exhibit BY) that "B. H. Howells's Son & Co., Bay State Sugar Refining Company, Smith & Schipper, had made changes."

These three firms named were clients of Broker Dreyfous. My reason for propounding this last question was, I wished to obtain verification of statements which had been made to me to the effect that certain sugar firms had taken their business out of Dreyfous's hands on account of my investigation, and because certain liabilities might attach to them on account of acts of their broker (known to them), said acts being exceedingly questionable.

In order to better comprehend the influence of brokers at the appraiser's store, I submit the following statement of ex-Clerk (in charge of test-book) Joseph A. Lackey, the major portions of said statement being fully corroborated by the sworn testimony of officers of the sugar division.

J. A. Lackey states (Exhibit 148) as follows:

"I was appointed August, 1878, as clerk; made sampler and subsequently clerk to Assistant Appraiser Frank Hay; May, 1885, I was dismissed the service through the influence of Col. Jim Burt, sugar broker. As the paid representative of certain large importers and refiners, he controlled the trade till J. A. Dreyfous came into the field and obtained some of Burt's customers and represented them at the public store, in attending to their classifications.

"This resulted in enmity between Burt and Dreyfous. Col. Frank Hay, assistant appraiser, was a pliant tool of Burt's, and allowed him (Burt) every privilege in his (Hay's) office and in the sugar-room. He had access to the invoice blotter, and nearly every day he looked over the invoices of other merchants; he could see what they were paying for their sugar and what they were appraised before the importers themselves knew.

"I spoke to Mr. Hay of this. He said, 'Oh, yes; this must not be; I will send the invoice blotter into the sugar-room.' It went there for a day or two, but was soon kept again in its old place of Mr. Hay's desk, and was as formerly consulted daily by Burt.

"Burt had free run of the sugar-room, and went in and out at will; Hay gave him full swing in everything.

"It was part of my duty to enter the polariscopic tests as received from the laboratory into the sugar-book; Hay always sorted over the test certificates, and invariably took out Burt's and Dreyfous's. I mean the classifications of importers whom Burt and Dreyfous represented. These test certificates he would lay aside and hand the balance to me, remarking, I will look these over first. Burt had left orders not to mail to him his reports on sugar (notice of classification, article 50, S. S. 5725), as was our custom to as for other importers, thus letting them know what appraisement had been made on their sugars.

"Burt had instructed me, through Mr. Hay, that he would call for them. This was done, and he was generally around to get his tests and to look over Dreyfous's tests. He was never satisfied with the tests made on his sugars, and would insist in forcible language that the classification was too high by so many points and must be altered.

"It was the invariable rule that his sugars were tested, retested, and retested again and sometimes resampled and handled and tested over and over, until the test was made satisfactory to him.

"Poor Dreyfous's tests were treated the other way and a retest asked for and obtained by him usually raised the classification. Hay often remarked in my presence that 'he hated the little Joe Dreyfous.'

"The semblance of bluff towards Hay and the forcible demands for many retests and resamples was subterfuge and was only for the benefit of those listening, Burt having previously had a whispered conversation with Hay in the latter's inner office, and as Hay was hard of hearing I invariably heard much that was said, the substance being that certain samples of Burt's sugar should be tested to his satisfaction. I entered the tests in the sugar-book later on to be put on the invoices when the tests were satisfactory to the broker. Either Hay or Examiner Rensen wrote up the invoices, but Burt was always around and examined everything carefully before this was done and he was always satisfied.

"It was a common remark in the sugar-room and Hay's office that Colonel Burt ran the concern and had everything his own way. He was a power with everybody from the appraiser down, owing to the fact that his brother was a naval officer who had great influence at Washington. Burt's own strength and importance in the sugar division and with the trade suggested to all the employes that it behooved them to keep on the right side of Jim Burt; those who did not lost their positions.

"The present examiner, W.C. Jacobs, was, in 1879, put in charge of the test-book, then made examiner through Burt's influence. Jacobs was Burt's left bower in the sugar-room; Hay was his right bower.

"James Dale, messenger, was particularly intimate with Burt; he attended to the mixing and transmission of sugars to the laboratory. He was always ready to do Burt's bidding, seeing how intimate he was with the appraiser and how all his desires were acceded to by every one.

"Abe Remsen, examiner in charge, is one of 'God's noblemen,' true and square, but his many pressing duties prevented his giving personal attention to the entry of the tests or the invoices, so that Hay used to do it. Remsen was a sampler when Burt was assistant appraiser in 1869, and the latter had him advanced to examiner in charge; his influence was potent with him.

"W.D. Davis and R. E. Bowne, examiners, owed their advancement to him. These men did Burt's bidding. I never knew him to accept a test, neither do I remember Hay ever refusing him a retest or resample as he did poor Dreyfous. Burt had samplers of his own choice put upon his cargoes. Hay permitted him to look over the invoice blotter, tests-certificates, test-book, and to make memoranda from his own and other people's sugars. The sheets of classification were hung up in Hay's outside office, accessible to brokers and merchants; not in the sugar-room, where Burt went at will.

"Now public publicly posted appraisements can only be seen by first obtaining a pass to go up there; not much public place about that. Burt's office was connected with Hay's office by telephone and he used to get notice of the classification of his sugars over the wire as soon as made; if satisfactory to them, the sugars would go into the melter, otherwise he would order a few retests to lower the classification.

"Havemeyer & Elder, whom Burt represented, were connected by telephone with his (Burt's) office, so that communication was easily had all round. There were some men who came under Burt's displeasure. I was one of them, and was removed. A strong bond of friendship exists between Appraiser McMullen and Burt. Men who did Dreyfous a good turn incurred the enmity of Burt. After I was removed Hay gave me a letter of recommendation stating that I 'was a faithful, upright, and conscientious man, worthy of confidence,' etc. Burt had heard me say that Frank Hay ran the sugar division, but that Burt ran Hay. I made affidavits of what I knew of sugar matters, and gave them to Stephen French, who, I understood, sent them to Washington. A few days ago Sampler McDermott informed me that the new assistant appraiser, Mr. Tice (Hay's successor, he having resigned), had attempted to make the detail of men previously made by Bowne, but Appraiser McMullen officially ordered Mr. Tice to turn the matter over to Mr. Bowne, which was done, and thus Burt's plans do not miss fire. Burt could either be found in Appraiser McMullen's office or Hay's office at any time during the day, and the deference paid him by all officers at the United States appraiser's store is the best proof of the power he had and exercised. Special Agent Ayer and Burt were very intimate. As Dreyfous got away Burt's customers a bitter war existed between them. Hay always held back Burt's invoices until the tests made by retests or by resample were satisfactory to Burt. Hay was for a long time demented.

"All of Burt's pets had their salaries advanced. Burt had T. C. Johnson put in charge of the test-book."

Mr. Lackey immediately upon leaving the United States service took a good position offered him in the Mutual Reserve Fund Insurance Company, New York, where he is connected at the present time. The above interview was had with Mr. Lackey March 6, 1887.

Capt. John Osborn, residing at 146 East Forty-fourth street, New York, who was chief clerk in the eighth division ten years and for fourteen years in the service, was removed by Appraiser McMullen early in 1885.

Captain Osborn states (Exhibit 150):

"I am seventy-four years of age. As chief clerk of the eighth division I had the handling and distributing of the invoices. I have known Col. Jim Burt for many years. He had full run of Mr. Hay's room, private office, and sugar-room. He did as he pleased, and took liberties and enjoyed privileges no other man dare take or did take. His object was to secure as low classification of his sugars and those of Have-meyer & Elder as he could. Mr. Hay always yielded to him. I have every reason to suppose that Burt secured his ends. He would often take the invoice blotter containing the invoices of other imports (not represented by him), see and note the classifications, price of goods, and any other fact he wished. I have often seen him take the blotter from Mr. Hay's desk without asking permission.

"He went into the sugar-room whenever he pleased, although entrance into that room was denied every one else.

"Many times I have seen Burt and Hay closeted in the latter's private office, separated only from me by a partition 6 feet high, and as Hay was quite deaf, I could overhear their conversations. Then for appearance sake they would talk out loud, so that the clerks could hear what Burt had to say.

"Burt would say, 'I tell you that this is too high and must be reduced.' Hay would argue against it, attempt to disagree, and finally assent. It was clear that this was only to serve as a blind to the clerks. It made us laugh, as we could see through their little scheme. We, the clerks, knew the power Burt had and exercised over Hay. I have seen him take from the test-book the tests of marks of the cargo, then he would coolly get out the invoice from the blotter and mark on it, 'hold this,' or with a memorandum to the same effect, and attach it to the invoice. In common with the rest of the clerks I always obeyed Burt's orders, for we knew that what he said was an order, for Mr. Hay always backed it up.

"By getting his classification of sugars before the regular time he had advantages for his clients; it enabled them to profit in handling the sugars in the market. By this means he had long had advantages over other people in the trade.

"The tests were marked by Examiner Remsen in pencil; nothing was put in ink until Mr. Hay had passed upon it. I knew that Burt was getting his classifications made to suit him; I never knew him to fail. He had his way in everything, and we, seeing how he stood with Hay, never did anything to oppose him.

"His was the master mind running that place. Burt took care not to break the rules. One day a rule was made that no broker must enter the sugar-room. I made a sign to that effect and posted it on the door leading from our office to the sugar-room: "None but samplers admitted." Thereupon Burt did not enter by that door, but by another door leading from outside; he went in and out at will. We all knew his object was to get classifications to suit him. This continued for many months after Mr. McMullen became appraiser.

"I never saw Burt leave Hay's office that Hay did not follow him out into the passageway and there remain talking with him for some time.

"Burt once complained that Dreyfous got telephone messages over the United States telephone of his sugars; he made a row over it when questioned by Mr. Hay in regard to it. I said that Burt should have every privilege that Dreyfous had, and in fact that Burt should not have every privilege that Dreyfous did not have; all should be treated alike.

"I think Burt never forgot that remark.

"Hay was not always in his right mind; I might say that this was so more than half the time.

"After I was removed (for what cause I never knew) I called upon Mr. Burt at his office on Pine street, and asked him why I was removed. He told me that Hay ordered it, and that he (Burt) was sorry. Hay had told me I was all right, and would not be discharged by the new appraiser. When I received my notice I went to Hay, and he said he did not know anything about it other than that it was ordered."

Mr. Osborn was removed some months after Mr. McMullen was appointed appraiser. He is spoken of as a staunch, reliable, and capable man, who was thirteen years in the customs service.

Samuel G. Noyes, ex-United States sugar sampler, who was removed early in the administration of Appraiser McMullen, when called upon by me at his home in Brooklyn said: "On or about February, 1885, I was sampling a cargo of sugar at Have-meyer & Elder's refinery. Assistant Appraiser Hay, who was that day on deck, approached me and said: 'Now, Sam, if you will do what is right by Mr. Burt you will be all right with the next appraiser (Mr. McMullen), as he, Burt, will have big influence with him. Tell Doane (another sampler) that I told you this.' I then called Sampler Doane over and had a few words with him; then Assistant Appraiser Hay said to Doane substantially what he had said to me. This and other matters I have incorporated in my affidavit which I made and gave to Assistant Appraiser E. T. Fowler.

"One day at North Stores I was resampling a cargo of sugars of Swift & Co.'s, (Burt, broker). Assistant Appraiser Hay asked me what I thought the sugar would

test. I said about 87 degrees. He said it passed at 86 on the original test. I said, 'What in G—'s name do you want? Do you want the earth?' About two weeks after this my name was sent in for removal and I was removed. Samplers Freeborn and Mundy would not speak to me, because, they said, if Assistant Appraiser Hay found they were intimate with me they would be removed.

"I suppose I was dismissed because I was a friend of Dreyfous. Sampler Leimbach was removed about the same time I was, but he was put back through the influence of Burt. Leimbach told me how it was done, and advised me to see Burt and to come to an understanding with him, and I would be put back. This I refused to do. Examiner W. D. Davis is an ignorant man; he knows nothing about sugar; he does Burt's bidding. Sampler Hepburn and Examiner Jacobs do the same.

"Jacobs was a messenger boy, and Burt had him made examiner. James Burt practically controlled Hay; the latter was out of his mind. As assistant appraiser he ran the sugar division, but Burt was his guide, and Appraiser McMullen indorsed Burt. The latter put McMullen in the examinership when Burt made it vacant by taking the assistant appraisership of the sugar division."

The above statement was made to me by S. G. Noyes April 1, 1887. The record confirms Mr. Noyes's statement in regard to the re-installment of Sampler Leimbach by Appraiser McMullen.

Examination at the appraiser's store.

In accordance with instructions from the Department, dated June 17, 1887 (L. G. M.), I commenced my examination at the public store June 24, 1887, and from the very first I encountered every impediment that it was possible to throw in my way at the hands of the appraiser and the majority of the officers and employés of the sugar division. As my authority was questioned, a few days after I commenced my labors here, it became necessary to submit the facts to the honorable Secretary, which I did July 1, 1887, and I was instructed to proceed with work, armed with an order of the honorable Secretary dated July 1, 1887, and addressed to "any officer or employé at the appraiser's store, New York."

Returning to New York on the same date, I proceeded with my examination at the public store and soon encountered further opposition in a refusal on the part of the officers there to place in my hands original official papers and documents, and proper room in which to hold my examination. This state of affairs again necessitated an appeal from me to the honorable Secretary, which I made by wire, and was replied to by wire by the honorable Secretary under date of July 7, 1887. A suitable room was then furnished me by the appraiser, and in due course I received the original official papers and documents I required in carrying on my work. The appraiser refused me the services of a messenger for my use in summoning witnesses from various portions of the public store, and I was compelled to apply to deputy collector of customs, Colonel Jones, who kindly furnished me with a laborer to act as messenger.

At my solicitation, the Department instructed Special Agent H. A. Moore, under date of June 17, 1887, to render me such occasional assistance in my examination of officers and employés at the appraiser's store as the duties of his offices would permit; this officer responded to the order, and was present with me through my entire examination at the public store, and to whom I stand indebted for his very valuable aid.

As to the manner in which I conducted my official inquiry, and the obstructions and embarrassments encountered by me, Special Agent H. A. Moore can, if called upon, fully attest.

As previously stated, upon the occasion of each of my calls upon the appraiser of the port, Mr. McMullen, I found Sugar Broker Burt in close and apparently confidential conversation with the appraiser, and on one occasion I found him sitting at the latter's desk inspecting papers which related to my official examination, as recognized by me.

It was in the presence and in the hearing of Broker Burt that the appraiser upbraided me for examining into the methods employed in the sugar laboratory, as I had done a few days previous, but, in justice to the appraiser, I would state that he was not at that time aware that my inquiry had any official character, as I was at that time working quietly without making my objects known.

On June 27, 1887, upon visiting the office of the assistant appraiser of the sugar division, Mr. Thomas S. Tice, I found Burt sitting at a desk in the main office looking over papers in a large book spread out before him. At his elbow and at a distance of 20 inches from where he sat, were official laboratory certificates of tests of sugars and strips of paper giving the classifications made. These were lying on the top of the desk of Charles H. Trainer, clerk, and were within the reach by hand or eye of Broker Burt, for the desks adjoined.

Broker Burt was apparently making notes in his memorandum book of data taken from the papers he was inspecting. I passed quickly into the inner office of Assistant

Appraiser Tice, and addressing that officer asked him who the gentleman in that outer office was; I did this for a purpose, for I knew the broker by sight very well.

Mr. Tice replied to my question thus: "That is Colonel Burt, broker for Havemeyer & Elder." Upon immediately looking into the outer office I saw Broker Burt leaving the room; my presence doubtless influenced him to curtail his visits, for I was known to him.

His sudden departure was suggestive. I at once examined the book he had been making notes from, at the same time perceiving that the official papers previously seen by me on Clerk Trainer's desk had been removed. The large book alluded to I found was labeled, "To be written up," and in reply to a question from me as to its use, Clerk Trainer said it was "the invoice blotter." I then left the division room, and upon returning to my examination room, informed Special Agent Moore as to what I had witnessed and learned, and I carefully wrote all the facts down in my record.

THE SWORN TESTIMONY OF THE WITNESSES AND WHAT IT SHOWS.

Examiner-in-Charge A. G. Remsen states (Exhibit 102):

"There is a feeling of animosity towards the investigators, although we all know it (the examination) has been ordered by the Secretary. Dr. Sherer, Examiner Browne, Clerk Johnson, and myself had a conversation about having a stenographer to take notes of our evidence. Dr. Sherer's statement that he would demand a stenographer influenced me, and undoubtedly those to whom the remark was made; similar conversations were had with Messenger Dale, Clerk Trainer, Assistant Appraiser Tice, and Examiner Abbott.

"Beside employes who visit the sugar-room are Mr. Dreyfous and Mr. Burt, brokers, who represent a large number of sugar houses and refineries. Mr. Burt has shown me a pass (issued by the appraiser entitling the bearer entry to the office of the assistant appraiser of the sugar division), and his (Burt's) clerk has entered on the same pass; it is made out in Burt's name.

"They (Burt and Dreyfous) come into the sugar-room on matters relating to their importations, but it is not allowed, and I have ordered them out many times.

"Mr. Burt comes into the sugar-room about every day. He inspects his classifications that are hung up in the assistant appraiser's office. I have seen Mr. Burt inspect invoices and classifications sheets of other importers than those he was broker for.

"Burt and Dreyfous have received their classifications in memorandum before they were noted on the invoice, and if the test is too high, Burt and Dreyfous write requests, generally addressed to the assistant appraiser, asking for retest.

"I do not know whether such procedure is in violation of the rules or not.

"Burt generally gets his notices of classifications in person (not mailed as par. 50 of S. S. 5725 provides), and Dreyfous sends 'his clerk' (for his). They almost daily ask for retests and occasionally several tests have been asked for (by them) and made. They send back tests for verification, I send them to the laboratory, asking for a retest of the number, *i. e.*, retest No. 5, for instance. If the retest is not satisfactory to the broker they have in many instances called for further retests, sometimes three of one mark of an invoice.

"As I thoroughly mix the sugars (samples), retests ought not to be required.

"It is usually a week after the original test is made before the closing up of the classification; in the meantime importers ask for retests.

"In case of resample, a month elapsed before the invoice is returned (written up). Paragraph 50 of the regulations (S. S. 5725) is not wholly complied with; several days elapse after classification before the posting is made; in the meantime this gives the brokers opportunity to have their samples retested.

"I saw Mr. Burt yesterday (June 28); he said he would like to have a little talk with me as to the classification of sugar at Boston and as to the present investigation, as to the latter remarking that 'it would amount to nothing.'

"I have heard expressions used as to the Burt sugar ring here, in the appraiser's store. I have also heard the expression used, 'I suppose this is some of Burt's sugars,' from the act, that I would send it down 'to the laboratory' for test late in the day.

"It is generally understood among the employes of the eighth division that there is what is called a Burt sugar ring, of which Mr. Burt is the head.

"There is a general feeling that certain employes are quite friendly with Mr. Burt; some of the persons to whom that feeling is attributed are Mr. Bowne, Mr. Jacobs, Mr. Davis (W. D. Davis), and myself. My impression is that Burt and Dr. Sherer are very intimate. I have heard Burt scold about his tests. Mr. Hay, the former assistant appraiser, was a very intimate friend of Mr. Burt. I have protested at different times against Mr. Hay's action on Burt's invoices. In spite of these objections Mr. Hay and Burt had their swing. I might have favored Mr. Burt's interests in certain directions at the suggestion of Mr. Hay. I have never written up an invoice wrong.

"Examiners and Mr. Hay have sometimes helped me write up invoices. It was intimated to me by Sampler Gill that invoices had been wrongly written up. I did not report the matter to my superior officers. Gill was a thoroughly honest officer, and we all regarded him as such. Gill made these complaints to Special Agents Adams and Ayer.

"I think Mr. Burt got Mr. Bowne into his present position. Burt got me the position of sampler, advanced to examiner, and he got me advanced to my present position and my salary raised from \$2,200 to \$2,500 about May 1, 1885.

"Burt never stated to me that he got Bowne his position, but from his conversation I presumed he (Burt) was responsible for it.

"I know that Mr. Hay owed Burt for his original position (clerk), then examiner, and finally assistant appraiser, and through Burt's influence he was kept (in office) until his resignation (April, 1887). Burt has influence with Appraiser McMullen, I should suppose; the Havemeyer & Elder interests have influence at the appraiser's store."

"Examiner-in-Charge" Remsen, after lunch, resumed his testimony, and said: "I was sent for by the appraiser (Mr. McMullen) and asked to state the leading questions that were being put to me here. I told him I was under oath, and declined to give him any information. He knew I was being examined here, but perhaps supposed I was through. The appraiser seemed to think I ought not to have allowed myself to be sworn (to secrecy pending the investigation)."

On page 21 of Mr. Remsen's sworn testimony (Exhibit 102) he says:

"I inferred from the appraiser's remarks that he censured me for giving testimony under oath. He did not advise, suggest, or instruct me as to any further testimony."

In another portion of his testimony he states as follows:

"I suppose Burt had a strong hand in putting Mr. McMullen in his position. * * * His (Burt's) influence put W. C. Jacobs in his present position—examiner, at \$2,000; it is so generally understood in the eighth division. I think he put W. D. Davis (examiner) in his position and had his salary advanced from \$1,800 to \$2,200.

"I begin to think there is some foundation for the remark that there is a Burt sugar-ring.

"I have heard Burt ask to have Jacobs put on district No. 2—Havemeyer & Elder district; he has generally had him when he wanted him.

"From what I have seen I am of the mind that Burt and Mr. Tice have not been very friendly. Burt was quite disappointed when Tice was made assistant appraiser. Mr. Hay had lost his energy for a couple of years before he resigned; he was pretty deaf; when sick it affected his mind; I knew that a strong mind ruled over him, and that mind was Burt's.

"Burt kept James Maloney (teamster of sample wagon) in his position.

"I was in the sugar-room when you, Mr. Byrne, came into the assistant appraiser's room Saturday morning. Burt was sitting at the table getting his classifications from the lists, and also the reports; they are sent to him when he comes; such favoritism is not shown to Mr. Burt alone. I don't think it is contrary to regulations.

"Mr. Burt can overlook the classification made of Dreyfous's sugars, but Dreyfous can not look over those of Burt, for the reason that Burt's are inclosed in a book labeled, 'to be written up,' while Dreyfous's are laid openly on the table or desk, Mr. Trainer's desk.

"The mailing of notices of classification and the posting of such at the custom-house would keep the brokers out of the sugar division.

"Sampler Peter Twamley was retained through Burt's influence; I spoke a good word for him. The impression prevails that Burt's influence got T. B. Johnson (clerk of the test book) his present position. I think the work of the eighth division would be very much expedited if we were relieved of the annoyance of the constant visits of brokers. I suppose half of our time is taken up by them. The cause of the quarrel between Burt and Dreyfous was that the former charged the latter with trying to get his business from him. It still exists; I have seen them meet without speaking.

"Dreyfous has been in the business eight or ten years, but he has not always represented the firms he does now; he has lost a lot of firms lately from being unable to keep down classifications; a broker acquires or loses business as he is successful (or unsuccessful) in keeping down tests. Their business is built upon their ability to keep down tests, to get low classifications, securing low tests.

"Dreyfous has recently lost Smith & Schipper, Willard Hawes, and others because they thought the classification did not suit.

"I think the tests at this port and Boston have been conforming a little closer than formerly (pending my investigation). It is generally understood that Boston imports as good grades of sugar as New York. I don't suppose they would touch there Muscovado sugar, which tests 79 degrees; we have it here.

"I have no doubt in my mind, based on my eighteen years' experience in this division, that fraud is being perpetrated upon the customs revenue in the importation of sugar.

"I think the officials and employés of the eighth division stand in awe of Mr. Burt's influence more than that of any other person, official or otherwise."

On July 7, 1887, I again called Examiner Remsen, and in reply to my questions he said (Exhibit 102):

"On the day following my examination by you, Mr. Burt inquired of me if any merchant had accused him (Burt) of having or receiving any undue consideration at the appraiser's store; I inferred from Mr. Burt's remark that he understood that I had stated in my examination that the Burt sugar ring had existence. I replied by refusing to talk with him on the subject, being under oath and thought he had no right to question me; I do not know how he obtained information as to what was testified by me.

"I know of no regulation, specific or implied, whereby sugar importers or their brokers can obtain retests on their own application, although it is the rule here to make such retests when requested. Refusal to make such has never been made to my knowledge, and it is a rule to grant two and sometimes three retests, on their applications, after the original classification has been made in the laboratory.

"One to six or more days elapse between the original tests and completion of the classification, in which time the brokers ask for and receive retests.

"Passes issued entitled the holders to visit the office of the assistant appraiser of the eighth division. Burt is the most frequent visitor, and next him Dreyfous.

"One of the advantages Burt derives in following up his invoices, pushing them forward, obtaining early classifications, is that it gives his firm advantages over others and enhances the value of his services as a broker.

"I always endeavor to act impartially, but from the fact of Burt's daily presence in the division he does receive preference, is from the fact that he is there to request and demand the same. Telephone communication is had between Havemeyer & Elder's refinery and the sugar-room. It often happens that the examiners on that district (No. 2) obtain information from Examiner Bowne or myself that certain of their sugars have been tested and are all right, tests being acceptable to Mr. Burt, and that the samples can be melted up. This release of samples is invariably made within twenty-four hours of the drawing of the samples, thus facilitating the importations of Havemeyer & Elder."

July 12, 1887, Examiner Remsen stated (Exhibit 102):

"In regard to the matter of tests and retests made at the request of brokers, wherein the retests asked for show a higher classification than the original test, the latter is allowed and noted on the invoice, although the granting of the lower test entails a loss of $\frac{1}{100}$ cent per pound in duty to the Government. This practice has been in custom for years, established by Assistant Appraiser Hay. I think the practice of retesting at the request of the importer a pernicious one and should be abolished, as the Government samples and original test are as fair to the importer as to the Government, aside from the fact that it entails an exceeding amount of extra work, and in many instances the revenue suffers therefrom. I have repeatedly discussed this matter with Dr. Sherer, who holds to the opinion that the present practice is a correct one, evincing leniency to the importer, I holding that the original test should stand, it having been correctly made. Examiner John A. Sherer confirms his brother Edward's opinion.

"I understand that Dr. Sherer interprets the regulations as permitting of three-tenths of a degree, in the classification made from these tests; this accounts for the number of even degrees noted on the invoices as the classifications.

"I am decidedly in favor of the total abrogation of making retests on the requests of sugar brokers or importers, thus relieving the division of the constant importunities of the sugar brokers and make a saving to the Government of the possibility of manipulating tests, to the loss of the revenue, which, as I said before in my testimony, is the main object of the brokers, evidenced by them and their daily acts.

"When Broker Burt calls for his tests and does not find them, a messenger is sent to the sugar-room for them, thus interfering with our work. We do not need such prodding as we receive from the brokers."

Assistant Appraiser T. S. Tice, eighth division (Exhibit 99), states:

"I have been assistant appraiser since March, 1887; near the end of March I made a change in the detail of examiners and samplers in a list handed me by Supervising Examiner R. E. Bowne; Appraiser McMullen notified me in writing (Exhibit O) that I must replace the men. This official notification I understood relieved me of any authority to detail the men, and for my own protection [took] it (the appraiser's order) home, as I did not consider my desk a safe place to keep it. * * * Mr. James Burt visited me, and requested to see Examiner Remsen in my presence, yesterday (July 8, 1887); he was called in, and Burt said, in substance, that he understood Mr. Remsen had been called before the investigating committee, and was bound to secrecy; he did not want to ask him any improper question. He then asked Mr. Remsen if any one ever had said that he (Burt) had more influence than any one else at the appraiser's store; to which Mr. Remsen replied, that he (Remsen) could

not think of any one. A day or two after this Mr. Burt was in the division, and asked me if Special Agent Moore was a friend of mine. I replied that I had never seen him but twice. Burt visits the division every day, Dreyfous sometimes sends a clerk, but I never knew Burt to send any one. Burt calls for all of his classifications.

"I have never known of but one retest to be asked for; have never known Mr. Burt to be in the sugar-room; if he was there it was without my knowledge or consent. I have knowledge of no regulation permitting or authorizing making of retests when asked for by their brokers, other than the custom I found prevailing in my division when I took charge. It is a common occurrence for brokers to ask for retests. I did not know that a pass was requisite for admission to the eighth division."

July 30, 1887, Mr. Tice testifies (Exhibit 99):

"The day following Examiner McElwee's examination by you, I was waited upon by Examiner Bowne and Samplers Leimbach, Menchy, and Rahl. They stated that Mr. McElwee had intemperate habits and on one occasion they had seen him intoxicated on his district. I asked them to put their charges in writing; since then I have heard nothing from them. During this interview, I asked them when this interview occurred; they replied, last May. As these men should, if their statement is correct, have reported the occurrence when it happened, I am led to believe that they have done so now in order to damage the testimony that Examiner McElwee may have given before you."

July 30, 1887, Assistant Appraiser Tice showed me a letter of which the following is a copy:

"PORT OF NEW YORK,
"Appraiser's Office, July 30, 1887.

"Assistant Appraiser T. S. TICE:

"SIR: The following articles will hereafter be passed in first division: Confectionery, honey, glucose, molasses, and sugar; and the following articles have been transferred from the first division to the eighth, to wit: personal effects and sample office packages.

"Very respectfully,

"LEWIS McMULLEN,
"Appraiser."

Thus on the closing day of my examination at the appraiser's stores sugar was removed from the jurisdiction of Mr. Tice; why?

Supervising Examiner Robert E. Bowne, in his testimony given June 9, 1887 (Exhibit 100), states:

"I have carefully scrutinized the regulations, but can find no authority for granting retests upon application of importers, and have no knowledge of any Department authority for the subject. We do not consider the classification of a cargo completed until the importer accepts said classification; he, within twenty-four hours, asks for a retest, subject to resample in nearly every instance. I consider it the business of the importer or his broker, evidenced by his daily presence at the appraiser's store, to secure the rapid and satisfactory classification of his goods and the passage of his invoice, by obtaining retests of the marks he objects to, until he does receive satisfactory classifications. I have known retained samples of resamplings to be retested, thus making four tests of a certain mark, on the application of the importer or his broker.

Brokers Burt and Dreyfous visit the sugar division nearly every day, as they represent the largest importing and refining interests at this port.

"I do not extend any facilities to Mr. Burt that I do not give others. Dreyfous is generally on the docks looking after his interests; have never seen Burt there; the former is sometimes on the docks before our samplers get there, and oftentimes accompanying them to their work; as a rule he stays there till our samples are drawn. Burt and Dreyfous are not on friendly terms. I have been informed by Mr. Rensen that Burt caiechized him in reference to his examination. Rensen asked me if I did not know that Burt ran the sugar division? I replied that I had heard it stated, but by parties I did not consider responsible.

"I know Captain Osborn, late chief clerk, and J. A. Lackey. I always considered the former an upright, honorable, and credible man. As to Lackey, I know nothing against his integrity, but I would not give the same weight to his word as I would to that of Captain Osborn.

"Mr. James Burt has his classification as soon as made placed handily in a book or blotter for his inspection. No other importer to my knowledge has such a book."

Examiner McElwee (Exhibit 101) stated, July 20, 1887:

"Whenever any of Havemeyer & Elder's sugars are in Examiner Bowne is always present at the sampling. This refers also to any sugar Burt represents.

"Broker Dreyfous is generally present when samples are being drawn of the cargoes he represents; either he or his man John Hetherington. John is on friendly

terms with all the samplers. He sometimes works alongside of the United States samplers.

"Of the samplers who were under Dreyfous when he was superintendent of samplers are Twamley, McQuade, Freeborn, and Munday. I have heard it was a rule in the past for sugar men to pay money to United States samplers and examiners to work favorably. I have no knowledge of this having been done recently. I understood that they (the samplers) were paid by the cargo, according to its size. I don't know what price is paid now. That is a thing impossible to discover. I have no doubt in my mind that large sums of money are paid to samplers and examiners to manipulate sugars so as to secure low tests in the interest of brokers, but it is a difficult matter to substantiate. Men in the sugar trade say of the pending investigation, that if there is anything in it it won't come out. There have been several, and they amount to nothing; that the influence at work is strong enough to beat the results when it gets to the Department. For myself I feel that it won't amount to anything, and that it will cost me my official head.

"Some time ago I tried to ascertain by what means the laboratory officers were informed of the identity of the Havemeyer & Elder sugars, or others represented by Burt. After careful watching I found that centrifugal sugars would be sent to the laboratory in large square cans; not the ordinary cans. I feel satisfied that some such method has been employed. Havemeyers & Elder's or any of Burt's sugars are sent to the laboratory first, giving them the preference over the sugar received earlier in the day, or perhaps the day before. I know of cases where sugar of other importers were sent in on Friday and no report made Saturday, and Havemeyer & Elder's sugars received on Monday were reported upon first, so that I know whereof I speak, and only a blind man would fail to see it, i. e., that Broker Burt practically runs the eighth division. I have not happened to be on the same district with Sampler Twamley for six months. Sampler I. W. Cole has not to my knowledge been on any other district than here—No. 1, and No. 2, Havemeyer & Elder's, and No. 5, Congress stores—with one exception, since I came into the service. Examiner Bowne has certain favorites among the samplers. I have been told that certain samplers visit him frequently at his house, two or three times a week, and report to him how things are going on, and that Samplers Twamley and McQuade visit him regularly.

"If there is any money paid samplers or examiners I am positive it is on these (the first) districts, Nos. 1, 2, and 5.

"So far as Broker Burt is concerned, I don't think the samplers make any money. I think money is given to higher game, viz: to officers at the appraiser's store, between the sugar-room and the laboratory.

"I have suspected Broker Dreyfous of using money improperly, but I may be doing the man an injustice, as I haven't seen any sequence from circumstances, as in the case of Burt's influence. I feel morally certain that money is being used among some of the samplers; the most likely ones to be worked are the new men, Samplers Gilbert and O'Donnell; and among the old men, McQuade, Twamley, I. W. Cole, Mundy, and Leimbach. Of the examiners whom I firmly believe are under the "Burt ring" influence are W. D. Davis, W. C. Jacobs, Robert E. Bowne, and A. G. Remsen.

"Sampler Freeborn and Examiner Davis had an open altercation over in Hoboken last month, Freeborn stating that he was present when Bowne received his first boodle. This resulted in hostility toward Freeborn on the part of Bowne, Davis, and Jacobs. I believe the breach has been healed between Bowne and Freeborn.

"About the spring of 1885 the appraiser issued an order prohibiting employes from visiting the offices of importers. I understand it was the custom of Examiner Davis to visit Broker Burt's office every Saturday after business hours.

"Sampler Luke McDermotte has expressed a willingness to come before you and state all he knows of irregular practices at this port. The port of Boston reports higher tests of sugars, coming from the same foreign ports, than New York. Philadelphia statements used to run higher than they do now on sugars coming from the same port of original shipment.

"Examiner Bowne has informed me that a consular letter of the Secretary of the Treasury has been promulgated, which authorizes and permits retests pending the case of a resample. I have asked the late Assistant Appraiser Hay to show me the order, but he could not find it. The drawing of large samples is in the interest of certain men in the sugar-room and laboratory, who are paid to take interest in the gathering of these samples.

"I have known cases where Broker Burt's sugars had been resampled a second time when he was dissatisfied with the classification.

"I think that sugar brokers should not be allowed in the appraiser's building or to hold any conversation with appraising officers on sugars.

"There are many retests made and resamples called for other than on the written requests of importers. I have seen Examiner Bowne take the record of tests from the laboratory messenger, look at the tests of Havemeyer & Elder's sugars and say, "Abe" (meaning Examiner Remsen), "that will have to be resampled." Then he

would immediately telephone to the examiner of the Havemeyer & Elder district: "Resample that lot of sugar." I recognize the fact that Burt has great influence here at the appraiser's store.

"The examiners under him, when he was assistant appraiser, were Remsen, Bowne, Davis, and Jacobs.

"The samplers detailed to District No. 2, Havemeyer & Elder's district, by Bowne, I understand to be the men preferred by Broker Burt. When I was first appointed I was told I must not do anything to antagonize Mr. Burt, if I desired to rise in the service; that removals of men had been made who did not act as Burt desired. This and other reasons is the cause of my belief in Mr. Burt's influence at the appraiser's store. Whatever manipulation in sugars exists is in the mixing and testing of them. I look at the retention of certain men in office to the 'pull' that Broker Burt has. When I have been on duty here I have noticed that the presence of Burt is always signaled to the sugar-room, thus: 'The colonel is here,' and Remsen or Bowne would immediately take up the test-book and carry it to Burt in the outer office for his inspection. I have seen Clerk Trainer come into the sugar-room and notify the employes of Burt's presence, and then either Bowne or Remsen would take the test-book in to him. The impropriety of any broker seeing the test-book is evident, as it contains the tests of all importations of sugars.

"In the case of Havemeyer & Elder's sugars it was the rule to order resamples, consequently the public posting of the classification of that firm's resamples were never shown. Appraiser Tice stopped this, and now Burt hardly ever asks for a resample, but continues to ask for retests. Resamples invariably lower the classification from one to two degrees.

"I have heard that Burt's income was between \$40,000 and \$50,000 a year. It is generally understood by business men in the trade that he is worth all he receives.

"On the 11th or 12th of June, 1887, samplers Mundy, Leimbach, and Kelly, under my direction, sampled the cargo of the bark *Serrano*—Leacraft & Co., importers; Burt, broker—at the Havemeyer & Elder refinery. These samples were tested on July 13, but the classification was not posted until the 22d of July, ten days after the samples were drawn. In this interim many retests were made, and also a resample, but no written request was made, as I understand."

It will appear (from Exhibit E R A) that no written request for retest and resample could be found, in fact no resample was made, only retests of 4 marks of the cargo on July 18, which was six days after the sampling and five days after the original tests had been made. The ten days' interval between the drawing of the completion of the classification and the posting of the same was utilized by Broker Burt by securing retests and reduction in the duties to be paid.

Examiner W. D. Crumbie (Exhibit 120) states that he has "seen Burt but twice, and that he hardly knew him by sight," also, "I have heard it stated that he had pretty good influence in the building and well surrounded with friends." Crumbie knew nothing positively that what influence he (Burt) has would come through his brother, the naval officer; that a man might naturally feel that Burt could help him and would rather have his friendship than his enmity; he did not recollect seeing Burt with Special Agent Ayer in the laboratory, etc.

Examiner B. C. D. Foskett (Exhibit 116) states:

"When I was on duty in the Eighth division, I have frequently seen Broker Burt in the office of the division, and on one occasion I saw him in the sugar-room talking with Examiner Remsen; there was no crushing machine on exhibition that day in the sugar-room. I remember the occasion well; he was arguing with Mr. Remsen in regard to certain "clayed" sugar; Burt contended that the lumps should be taken out of the samples to be sent to the laboratory for test; Remsen held they should all be mixed together.

"When sugars that broker Dreyfous represents are being sampled he, or his sampler, John Hetherington, is generally around. Dreyfous is very prone to make suggestions in regard to the sampling and converses with the samplers.

"When the sugar-room was my headquarters, from June 15 to July 15, 1887, I frequently during that time saw Clerk Trainer copying from the invoices and noting the classifications on the tabulated statements of classifications; previous to that date it was the custom to copy such classifications from the laboratory tests and from records other than the invoices themselves."

Examiner W. D. Davis (Exhibit 117) says:

"In cases of retest pending resample, I have heard telephone messages from the sugar-room to the refineries, asking for and receiving permission to melt up the sample packages, in cases where the importer had withdrawn his request for a resample. I have received such messages from Mr. Remsen. I know of no samplers at present employed who are unfit and can not be trusted."

Examiner William C. Jacobs (Exhibit 111), states:

"I have been in the sugar division about eleven years. Prior to July, 1885, I was in charge of the test book and invoice blotter; it often occurred that invoices were

detained in the sugar-room when requests for retests and resamples were made by the brokers. I received sometimes the requests for retests from brokers when they were dissatisfied with the classification. I can find no authority or regulation for granting retests at request of brokers.

"I never saw Broker Burt in the sugar-room but once. I have carried notices and messages from the sugar-room to the assistant appraiser's office, and carried back requests for retests when handed me by brokers.

"I have heard requests for retests made over the telephone, the maker stating, that he had mailed his request for the same. I think brokers ask for verifications (of tests) and their requests are granted. I see no reason why they should not be granted sometimes. At the request of Mr. Remsen I have written in red ink the classifications (in the test-book)." As this was the exclusive duty of Examiner Remsen, I called him, and, in the presence of Mr. Jacobs, he said, "No one writes the classifications in the test-book but myself."

Thereupon Mr. Jacobs argued the matter very vehemently, and at last Mr. Remsen admitted that he might have asked Mr. Jacobs to do so on one or two occasions.

I called present Test-Book Clerk T. D. Johnson, and replying to my question he said that he used red ink, and sometimes wrote in the classifications. The glaring irregularity in such procedure is apparent, when, as before stated, these clerks receive the requests for retests from the brokers and are in daily contact with them. By this means tests have been surreptitiously changed, and classifications altered, and the revenue defrauded.

Examiner Jacobs admits in his testimony that he has sometimes carried samples from the sugar-room to the laboratory and returned with certificates of tests; that he has received messages from refiners over the telephone asking for permission to melt up United States samples; that sometimes "letters" were put on samples sent to the laboratory instead of serial numbers; that requests for retests were written by the brokers, and that these requests were filed away; that undoubtedly some of them have been lost, etc.

Sampler A. B. Freeborn (Exhibit 133) states:

"Broker Dreyfous's man, John Hetherington, and Burt's man, Jim Vail, draw their samples before we do ours. Samplers are compelled to work longer hours at the Havemeyer & Elder refinery. This is a well recognized fact. We have been called upon to begin sampling as late as 4.30 o'clock in the afternoon on a new cargo for Havemeyer & Elder. We would not be called upon to do this in any other district."

Sampler A. G. Mundy states (Exhibit 137) as follows:

"I was a sampler in Frank Hay's time; appointed in 1879. I was under Dreyfous when he was sugar examiner. He is usually present on the wharves when his sugars are being treated. I have seen his sampler, John Hetherington, on the docks. I have heard examiners telephone if certain sugars could be melted up; reply coming that they could. I never visited the offices of Broker Burt or Dreyfous. I do not know that brokers ask for retests."

Sampler McQuade says (Exhibit 138):

"I often see John Hetherington, Dreyfous's sampler, and Jim Vail, Burt's sampler, on the wharves; we sometimes work alongside of each other. I have never received any inducement to draw samples favorable to an importer from any person."

(McQuade was one of the samplers whom Special Agent Curtis designated as tainted, and asked for his removal. Through the brokers' influence he has been retained to date.)

Sampler O'Donnell says he knows Hetherington and Vail, Dreyfous's and Burt's samplers. "John Hetherington never offered me money, nor has any person tried to influence me in my work." (See Exhibit 141.)

Sampler Gilbert says (Exhibit 134):

"I know Brokers Burt and Dreyfous. Have met Colonel Burt once or twice. I know Hetherington and Vail, their samplers; they are sometimes at work at the time we are drawing the United States samples. Last month (June, 1887) I was working on the Havemeyer & Elder district No. 2, and I don't remember making more than one or two resamples.

Sampler Leimbach (Exhibit 136) states:

"I know Vail and Hetherington, Brokers Burt and Dreyfous's samplers. I have heard permission given by telephone to refiners to melt up certain sugars. When on duty at district No. 1 I carry samples to the laboratory."

Sampler McDermott states (Exhibit 139):

"When I was a messenger and acting clerk in the eighth division Broker Burt used to come in practically every day. As soon as he came he would send one of the officials in the assistant appraiser's office into the sugar-room for Mr. Remsen. The clerks hardly ever waited to be sent, but would go inside the sugar-room and say, "The Colonel is here." It was Broker Burt's invariable custom to look over the invoice blotter, and select such as he wished sent to the invoice bureau, and those that he did not wish sent down, although the sugar had been tested, he would put back in the

blotter, and tell Mr. Remsen to "hold them." Upon nearly every occasion that Burt visited the sugar-room while Hay was assistant appraiser and I was employed there as clerk, Hay would go out in the main hall-way and hold long private conversations with Burt; sometimes of fifteen minutes' duration."

Sampler Rahl states (Exhibit 142):

"I know Vail and Hetherington, Burt's and Dreyfous's samplers. Dreyfous has asked me to telephone Mr. Remsen whether the test of a certain sugar had been made, and if they could be melted up. Request granted."

Sampler Flocken states (Exhibit 132):

"I know John Hetherington, Dreyfous's sampler. He generally informs us when his cargoes are ready. I have worked with him on the docks or in the stores. I have talked with him—not on sugar matters. I should judge Hetherington to be a communicative sort of person."

Sampler Twamley states (Exhibit 144):

"I know Burt and Dreyfous, and Hetherington and Vail, their samplers. They are generally present when sugars represented by them are being examined. I have been told that years ago there was a "sugar ring," and that samplers made money out of it; but, to my knowledge, the ring does not exist at this time."

LABORATORY OFFICERS, THEIR TESTIMONY AS TO BROKERS BURT AND DREYFOUS AND AS TO RETESTS AND VERIFICATIONS MADE TO LOWER CLASSIFICATIONS.

Edward Sherer, chemist in charge, states (Exhibit 104):

"When Colonel Ayer and myself were compiling the regulations (S. S. 5725) the only importers we did not call upon were Havemeyer & Elder, or Colonel Burt. We take the lower of two tests, agreeing within three-tenths of 1 per cent. and (thus) give the benefit of doubt to the importer. If we were to report many sugars one-tenth of a degree over the even degree (*i. e.*, 96.1), the chances are, as the brokers complain that we are higher than they are, retests will be asked for.

"We are sometimes asked by Mr. Remsen, by note, please verify sample No. so and so. There was a time when they (verifications) were reported as retests."

(They have been called verifications by Dr. Sherer since Examiner Bowne was appointed to supervise the "verification of original sampling," etc.) "Calling them retests made confusion; I usually put verification on the ticket (laboratory tests are reported on certificates), and if it is a third test or a retest, mark it so. Perhaps for two years they have been called verifications." Bowne was appointed to verify original samples May, 1885 (two years ago). Art. 33 (S. S. 5725) gives authority, to my mind, for granting retests, that was in the minds of those who framed the regulations" (Colonel Ayer, Dr. Sherer, J. A. Sherer, and Colonel Burt, broker). Before granting requests for retests to brokers, they should submit facts to sustain such requests, the mere request should not necessarily imply compliance.

"Q. Do brokers or importers visit the laboratory?—A. No, sir.

"Q. Has Colonel Burt?—A. He was once in the office of the laboratory about five minutes. Colonel Burt and I are on friendly terms, not intimate.

Examiner Abbott states (Exhibit 124):

"Messenger Dale of the sugar-room usually brings the requests for retests" (this office does not call them verifications), and sometimes samplers and examiners who visit the laboratory. I have seen Colonel Burt in the laboratory with Special Agent Ayer; do not recollect seeing him since Ayer left New York. I have no doubt that James Burt had something to say to Special Agent Ayer about drawing up the regulations. I have heard them in conversation about them. I found him (Burt) on one occasion, some time ago, perusing surreptitiously my letter-book (official); it was at the time I was working on artificial-colored sugars, in which he was interested; we had some very sharp words."

(It will be remembered that Examiner Remsen testified that Colonel Burt requested Dr. Sherer not to allow Examiner Abbott to test his (Burt's) sugars.) "I have seen Colonel Burt and Dr. Sherer in conversation in the hall-ways of the building. I think Colonel Burt likes to have his oar in. I do think he does have more or less to say about sugar matters. In my opinion fully 10 per cent. of the work of the laboratory is verification of tests for importers and their brokers; we sometimes recognize the sugars coming back for retests, tested only an hour before, and a common remark made in the laboratory in such cases is, 'I suppose these are some of Burt's sugars,' as we understand that he is never satisfied and makes determined efforts to get as low tests as possible."

Examiner R. Rigney states (Exhibit 107):

"I have seen Dr. Sherer in conversation with Colonel Burt in the passage-ways of the public store; not recently, or within a year, I have heard the remark made, when sugars came in late to be retested, 'I suppose this is some of Burt's sugar.'"

Examiner G. Landsmann (Exhibit 110) states:

"Have seen Dr. Sherer talking with Burt in the hall-way. I asked who he was,

and was informed it was Colonel Burt; I know he represents Havemeyer & Elder. Requests for verifications and retests are sent from the sugar-room to the laboratory; I have heard employes of the laboratory say, 'This must be some of Burt's sugar,' but I am satisfied it was said in jest."

Examiner Theo. G. Morse (Exhibit 108) states as follows:

"In reading solutions where the difference of one-tenth would change the classification for duty in favor of the importer, we have been instructed by Dr. Sherer to give the benefit of the doubt to the importer, and I think he said it was upon the order of the Secretary. This is the general rule in the laboratory. I have expressed my dislike of Broker Burt; I believe he and Dr. Sherer are friendly. A very common remark in the laboratory when we are worked after hours and tests and retests are asked for, is, 'I suppose these are some of Burt's sugars.' A general impression prevails in the laboratory that Broker Burt receives more consideration than any other sugar representative or importer. Dr. Sherer often visits the sugar-room and explains certain sugars to Mr. Remsen."

Samuel F. Ball, acting examiner, states (Exhibit DD):

"If a question arises in my mind whether a sugar polarizes 95.0 or 95.1, I will set the test for classification at 95.0. In this way I give the merchant the benefit of the doubt. I have never seen Broker Burt in the laboratory. I have private reasons, which I do not propose to state, for saying I am under no obligation to Broker Burt."

E. J. Chapman, acting examiner, states (Exhibit 121):

"Requests for retests and verifications are often sent to the laboratory. I do not know Dreyfous by name, nor that he is a sugar broker. I never saw Colonel Burt in the laboratory; I don't know what sugar firm or refining company he represents; I have seen the man I think is Colonel Burt; when it was, I can't remember."

(Mr. Chapman has been employed in the laboratory since November 21, 1883; removed July 31, 1885; reappointed, through Burt's influence, October 20, 1885; and yet he did not even know Colonel Burt even by sight, nor the firm (Havemeyer & Elder) he represented. Further comment is quite unnecessary.) Chapman continues:

"When requests for retests are sent to the laboratory they are written on slips of paper; *i. e.*, 'Please verify the following: 3341, 3342,' etc., these being the numbers on the samples tested that day or a few days before. Sometimes these requests are signed by Examiner Remsen; I don't remember whether all requests are signed."

James Smiley, sugar mixer (Exhibit 143), states:

"I have known a certain sample to be sent back from the sugar-room four times for retest, and I knew it was the same sample each time; and at these times I have heard the remark made that these must be some of so-and-so's sugars, Burt's and other importers."

Philo Cole, sugar mixer, said (Exhibit 127):

"I think I have heard them in the laboratory say, that man, pointing him out, was Colonel Burt. I have very seldom seen him there. I have been told that he represented Havemeyer & Elder. I have heard the remark made, when sugars have been sent back often for retest, when the work came late in the afternoon, when just about to close, 'These are some of Burt's sugars.'" (Mr. Cole states in his evidence that he has carried invoices from the laboratory to the sugar-room. I am satisfied that he does not mean invoices, but does mean certificates of tests. He is quite aged and infirm.)

P. Doonan, messenger of the laboratory, says (Exhibit 131):

"I have sometimes carried messages from Captain Flowers, clerk of the laboratory, to Mr. Remsen to prepare certain sugars for retest." (Within twenty minutes after making this and other statements Doonan returned and requested me to change his statement so as to read comparative tests, instead of retests. He said his mind had been refreshed. By whom?)

Doonan, further in his testimony, states:

"I have sometimes carried up, at request of Clerk (of test-book) Johnson, requests for retests like the sample which you have shown me (broker's request for retest of a certain mark of a cargo, so-and-so importer). Mr. Johnson has asked me to hand them to Dr. Sherer. Sometimes I carry little notes from the laboratory to the sugar-room. I used to meet Broker Burt up and down stairs in the building; I have seen him very often; so often that it was an occurrence that it did not impress itself upon my mind; he was looking after the interests of the firms he represents, getting his sugars passed, etc. I have met Mr. Remsen going up to the laboratory very often. * * * The first time I saw Dr. Sherer after making this statement (to you), he asked me how I came out of the examination, and if I was very much disfigured."

Alfred Flowers, laboratory clerk, states (Exhibit 115):

"I transmit messages from the laboratory to the sugar division. I sometimes return with requests for retests and verifications. I have seen Burt in the sugar-room many times up to within a few months. I have seen him in the laboratory in conversation with Dr. Sherer a few times; Dr. Sherer, Colonel Ayer, and Burt were quite intimate. Dr. Sherer has remarked to me that he had just seen Burt, who said we were testing

too high. Evidenced by observation, I believe that Dr. Sherer is afraid of Burt or his influence; or that he might lose Burt's patronage at his (Sherer Bros'.) downtown laboratory. The place is run by a relative of Sherer's, but the profits go to Dr. Sherer and J. A. Sherer, his brother. Dr. Sherer once told me that Burt requested him not to let Examiner Abbott test his sugars; this was complied with for a time. I have often seen Burt and Dr. Sherer in close conversation in the hallways of the appraiser's store."

July 15, 1887—Mr. Flowers was called by me, and among other things stated, he said:

"To-day I saw Broker Burt with his head out of the window in the passageway trying to look into your investigation room, either to see who was there or to overhear what might be said; his action was noticeable."

TESTIMONY OF EMPLOYÉS OF THE SUGAR-ROOM AND ASSISTANT APPRAISER'S OFFICE
AS TO BROKERS AND "RETESTS."

Robert Cunningham, sugar-sample mixer (Exhibit 129), states:

"About eighteen months ago Broker Burt, with Assistant Appraiser Hay, Dr. Sherer, and James Dale were in the sugar-room examining a sugar-crushing machine; it had been approved by Special Agent Ayer. Broker Burt strongly disapproved of it. It has never been used, and is now in the sugar-room.

"Sometimes I carry notes to Dr. Sherer from the sugar-room. These notes ask for retests of certain serial numbers. I have often heard the remark in the sugar-room; 'The colonel has come; anything for the colonel'—meaning Broker Burt."

James Dale, messenger of sugar-room, states (Exhibit 128):

"I sometimes carry samples to the laboratory for test; have never carried (notes) messages to the chief chemist from sugar brokers; have never informed any one there whose sugars I carry. I have had no conversation with Broker Burt relative to this investigation. I have never seen Burt or Dreyfous in the sugar-room. I know of no irregularities whereby tests are lowered by use of too much water used on triers. Either Clerk Trainer or Clerk Johnson (who keeps the test-book) receives the requests from brokers for retests. I have known cases where two retests have been made on the same sample."

George M. Anderson, assistant, appraiser's office, states (Exhibit 126):

"I have custody of the invoices; sometimes Clerks Trainer or Johnson have come to me for information as to invoices for sugar brokers. Burt's invoices are pretty well kept up by Trainer or Johnson. Dreyfous also gets his information through them.

"Information for Mr. Burt relative to importations, memorandums, classifications, etc., are left in the invoice blotter for Mr. Burt's inspection."

(Upon learning this fact I immediately sent a messenger for the invoice blotter, with results as stated below.)

Clerk Anderson, continuing, said:

"Mr. Burt visits the sugar every day; information for other brokers, such as tests, classifications, etc., are laid on Mr. Trainer's desk.

"Occasionally I have heard Mr. Burt and Bowne wrangling in a loud tone of voice about tests, when Hay was assistant appraiser. By the rule of the appraiser, invoices must not remain in a division longer than seven days; brokers desiring to hold back their invoices attach to them written requests for retests or resamples; this detains them."

Alane M. Morgan acting clerk (Exhibit 109), states:

"I assist Mr. Trainer in making out the daily classification sheets. He never allowed me to make out those that go to Boston. The unoccupied desk in the assistant appraiser's room is principally used by Sugar Broker Burt, when he visits the office; he comes daily. When he arrives he requests some of us to go into the sugar-room and see if his classifications are ready for him. If they are, they are brought to him. He then examines them, makes notes, compares them with his own tests, and then makes his requests for retests and resamples. He also looks at the invoice blotter, which I suppose contains the sugar invoices. I never saw any other importer look at this book. I never saw any one enjoy the facilities that are accorded Mr. Burt; it is tacitly understood among the employés of the eighth division that Burt has powerful influence which he can exert through his brother, the naval officer.

"Mr. Dreyfous makes his requests for retests daily. I heard Mr. Burt say to Assistant Appraiser Tice that the tests being up to view (the classification sheets) would show on the sugar of Havemeyer & Elder were higher than those of any one else; that no favoritism had been shown him; that any one saying so said what was false. This was about the time you, Mr. Byrne, was expected to make the investigation.

"I have seen Mr. Burt and Clerk Trainer in what I judged to be private conversation. Trainer used always to go for Mr. Burt's tests as soon as he (Burt) arrived, and was attentive to him; for a month past, Mr. Trainer has not been so attentive to Mr. Burt, and I said to him, 'Oh, you are not quite as polite to Mr. Burt as you were,

you are shoving him off onto me;' he made no reply. I have noticed that since this investigation commenced Trainer has not been so attentive to Mr. Burt as heretofore, while I have been more attentive, and seeing that Trainer would not go into the sugar-room for his (Burt's) tests, I would go. The impression upon my mind by surrounding circumstances is that Broker Burt would generally have his requests granted. I have heard Mr. Burt say, sometimes, that he was in no hurry for an invoice to be written up."

July 12, 1887, Mr. Morgan continued his testimony:

"I have heard Examiner Bowne and Mr. Burt in loud controversy occasionally in regard to disagreement in tests, and have seen them almost directly afterwards in close conversation in the hallway; the impression left in the minds of those in the assistant appraiser's office was that the loud tone of voice used by them was for effect."

Charles H. Trainer, clerk assistant appraiser's office, states (Exhibit 105):

"I make out the tabulated statements of classifications; I never see or handle the certificates of tests from the laboratory; I have never seen Mr. Burt scrutinize the invoices or papers of any importers other than of those he represents; I have never seen Mr. Burt in the sugar-room, nor have I ever seen him go there.

"I put the invoices of the firms Mr. Burt represents in the invoice blotter, while the memorandums of other importers I put underneath this book; he looks at that book every day; it lies upon an unoccupied desk, and where other official papers are some times placed. Mr. Burt uses this desk when he visits the office, which is almost daily, and he writes his requests for retests after he has perused his notices of classifications.

"It is the custom to retain Burt's invoices at his request, pending a request for retest or resample; this custom I found in vogue when I entered the office as clerk. He always asks for retests when he is dissatisfied with his classifications, and is always granted them. He writes his requests for retests on official paper and sends them to the examiner in charge of the sugar-room (not the assistant appraiser of the division). Notices of classifications of all other importers are put upon my desk, while, as before stated, Mr. Burt's notices are put on the desk he usually occupies.

"About three months ago Assistant Appraiser Tice said he would like to know what changes were made in (classifications) original lists of an invoice, and I suggested pinning the requests for retest and resample to them. This has since been done. If there has been any detention of invoices it has not been in the eighth division."

The same day, at the conclusion of Mr. Trainer's examination, he addressed me as follows in writing (see Exhibit 105):

NEW YORK, July 11, 1887.

T. AUBREY BYRNE,

Special Treasury Officer:

SIR: I desire to state in connection with my testimony given this day, that the desk on which Mr. Burt writes his requests for retests, styled an unoccupied desk in my testimony, is situated in front of the one used by me, and placed in such a manner that no person using it can read whatever papers lay upon my desk. The desk in question is used by a number of persons who have business to transact in the office of the eighth division. I have always understood that this desk, and the "blotter" referred to in my testimony, was retained for the accommodation of any person who might desire to use it. As to the memorandums of other invoices placed beneath the blotter, I wish to say they are not of cost description of merchandise tests of same, etc., but simply relating to information derived from importers, such as location of vessel, time of discharging, etc., intended for the United States samplers.

As to invoices being detained at the request of Mr. Burt pending a retest or resample, these invoices are ones to cargoes of importers whom he represents and no others. I am ready and willing to make oath to the correctness of said explanations.

Very respectfully,

CHARLES H. TRAINER,
Eighth Division.

The above communication can be interpreted as an effort on the part of Clerk Trainer to shield Broker Burt; how well he succeeded subsequent developments will show.

As stated previously, as soon as I learned from Clerk Anderson as to the invoice blotter in which papers were placed which were consulted by Broker Burt I sent for it. When it reached my hands I found all papers, memorandums, etc., had been removed. At the same time I discovered it was the book labeled "To be written up," which I had seen Burt making notes from on the occasion of my visit to the office of the assistant appraiser. Upon making a closer examination, assisted by Special Agent Moore, I found two leaves of the blotter which were apparently stuck together; upon opening them an invoice fell out; attached to the invoice was a request for a retest, written and signed by Broker Burt (see Exhibit 105).

The invoice number was 73801, A. D. Hitch, importer, ex *Bella Rosa* from Parahuyba, 3,800 bags sugar; entered May 21, 1887; received by Examiner Remsen May 23; sampled May 24; sample tested May 26; classification noted as correct by Examiner Remsen May 31. The request of Broker Burt attached to the invoice read:

"We are dissatisfied with your test of our 3,800 bags sugar n. m. *Bella Rosa*, and have to give notice that we desire to have these retested and resampled.

"HAVEMEYER & ELDER,
"Per JAMES BURT."

This request was dated May 28, 1887, two days after the samples were tested. From the memorandums of data furnished me by Examiner Remsen at my request (annexed to Exhibit 105), it will be seen that the original tests of the samples of this cargo were 81.3, 80.2, 80.6, 81.5, 81 showing that five tests had been made. As the cargo was "n. m.," no mark (not laid out mark by mark but sampled as of one mark, in violation of article 10, S. S. 5725), one sample represented the cargo; the laboratory certificates show that two or possibly three tests were made; I am led to believe that of the five tests (above noted) two of them were retests and possibly a verification at the broker's request. However, the papers show that Broker Burt was still dissatisfied, hence his request for "retest and resample" noted above and dated May 28, 1887. The retest was granted and the results were, as the Exhibit 105 shows, 81.3, 81.7, 81.5, 81.5; the basis for classification was 81.5, paying duty at 82°, as per tariff schedule, at 1.68 cents per pound.

The evidence shows that Broker Burt was still dissatisfied, because the "retest and resample," he had asked for and received did not lower the rate of duty to be paid; as a matter of fact it increased the rate of duty just $\frac{4}{100}$ cent per pound, so he waived the result of the retest made for him, withdrew his request for a resample, and fell back upon the classification ascertained by the original tests, viz, 81, paying duty at $1\frac{64}{100}$ cents per pound. It may be pertinently asked here, by what warrant of law or regulation can such procedure be permitted? I find none. The reason, however, for such unheard-of leniency toward the importer is explained in these pages.

By reason of Burt being permitted to accept the original classification paying duty at $1\frac{64}{100}$ cents per pound, after the retest had brought it to $1\frac{68}{100}$ per pound, the loss to the revenue resulting therefrom on this cargo, weighing 628,425 pounds, at $\frac{4}{100}$ cent per pound, equals \$251.37. The questionable work in connection with this cargo does not stop here, for by referring to "average polariscopic test-table," transmitted with statistics, it will be seen that from June 1, 1883, to June, 1885, 28,000 bags of sugar were imported from Parahuyba (same port as *Bella Rosa* cargo), and the grand average test on all the sugar entered at New York for that period was 84.2°; a classification of Burt's cargo was 81°; there stand 3° to be accounted for. Again, Burt's sugars appears to be especially favored, for he has saved to his importer, or rather Havemeyer & Elder, who bought the cargo, "cost and freight" just $\frac{12}{100}$ cent per pound. The loss, however, falls upon the revenue to the extent of \$754.11, resulting from Burt's manipulation and the appraising officer's willingness to do his bidding.

In the closing portion of Clerk Trainer's testimony (Exhibit 105), he says:

"The invoice (above referred to) which was found between the leaves of the invoice blotter, was mislaid, and should have been returned June 1 last. The invoice blotter is the book that Mr. Burt has exclusive use of.

I failed to ascertain who removed the other papers the book contained prior to my calling for it, but this fact also is suggestive.

On the 28th of July, 1887, I addressed the following to Appraiser McMullen:

SIR: I have respectfully to inclose herewith for your information an invoice No. 73801, * * * James Burt, broker, which was found in the blotter of the eighth division, July 11, 1887, by me, in which, as I am informed, Broker Burt's invoices are usually placed for his inspection; said invoice having been written up and classification noted on May 31 last. The time elapsed between date noted and found in blotter is forty-one days.

Respectfully, etc.

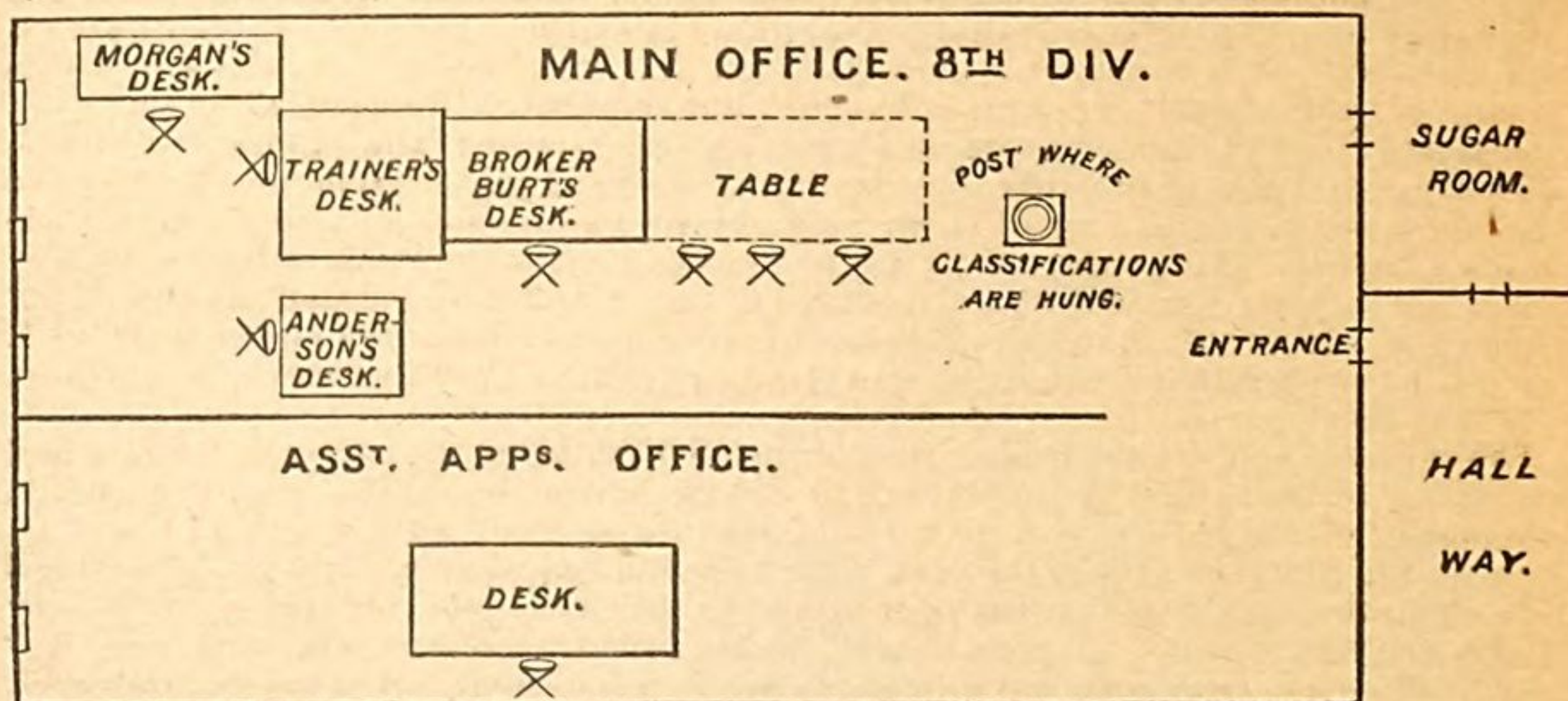
Assistant Appraiser Tice informed me that the appraiser, upon receiving my communication with the invoice inclosed, sought immediately the officers of the eighth division, and in great excitement and rage addressed them in regard to the finding of the invoice. It was only two days thereafter that sugar was removed from the eighth division to the first division. (See Exhibit 99, copy of order.)

Again, referring to Clerk Trainer's testimony (Exhibit 105), I have respectfully to ask attention to that portion of his letter qualifying the statement he had made in regard to Colonel Burt, and the desk he uses in the United States sugar division, with books, blotters at his command, all the clerks he wants, official stationery furnished him, as many tests of his sugars given him as he wishes and selects the classifications which please him—in fact, "runs the sugar division." Let us see what Clerk Trainer wants to convey in his letter. He says: "The desk on which Mr. Burt

writes his requests for retest is situated in front of the one used by me, and so that no person using it can read papers on my desk," etc.

I have to state that this is a falsehood, based upon my own observation, as stated previously when I found Colonel Burt sitting at the desk in question, for immediately as he left his sitting I was able to read papers farther over on Trainer's desk than they were when I entered the room, for as I expected to find Burt there, I used my eyes to see what he was doing and what others might be doing for him.

From memory of location I roughly sketch the position of the furniture in the room referred to, only to show why the witness wished to cover up the true facts.



From this sketch it will be noticed that Clerk Trainer's desk adjoins the one used by Burt and that unless great care was exercised Burt could see and read official papers lying on Trainer's desk.

Again, in his testimony, Trainer says that "Mr. Burt has exclusive use of the invoice blotter, in which I put invoices of the firms he represents;" the blotter is kept on Burt's desk; that under this blotter he puts official papers of other importers, etc.; qualifying this in his letter above given: "I have understood that this desk and blotter was for the use of any person who might desire to use them," and that the papers placed beneath the blotter were relating to information desired from brokers or importers.

But I will refrain from commenting, for the extraordinary facilities, privileges, and assumed rights which Broker Burt enjoyed, and does to this day, must be apparent.

I was informed by employes, voluntarily, that Colonel Burt took each witness in hand after I had examined them and closely examined them as to the statements they had made. He guided the opposition to the investigation and he had very willing forces to guide.

I find upon careful search of the daily Exchange New York classification sheet, that the public posting of the classification of the *Bella Rosa* cargo was July 30, 1887, the next day but one following my notification to the appraiser of the finding of the invoice in the *invoice blotter*, and was seventy-one days after the classification had been determined.

The detention of the invoice at the appraiser's store forty-one days after it had been written up, then the suppression of the classification from the public by posted sheets, until I had disclosed the invoice from its secret hiding place, evidences the very strikingly singular work I found carried on by the officers and employes of the sugar division, all purely in the interest of the brokers.

Thomas D. Johnson, clerk of test-book, states (Exhibit 135):

"My particular duties are to keep the test-book. I transcribe the chemist's reports into the test-book. I see in the test-book columns ruled for tests 1, 2, 3, 4, which I presume are intended to be filled in with the different tests made of the one sample. Only column 4 is used, in which I enter the test for classification, as indicated on the laboratory certificate.

"This custom I found in vogue when I entered upon my duties. Examiner Remsen always enters, under heading 'tests taken as a basis for classification,' the classification of the sugars, which are identically the same figures I fill in. I have seen Examiner Remsen pointing out errors in the laboratory certificates to Dr. Sherer, who often visits the sugar-room.

"I was a messenger in the division when Mr. Burt was assistant appraiser. I succeeded W. C. Jacobs, clerk, in 1885. I don't think I have been in the laboratory over twice since my appointment.

"Messengers from the division almost daily visit the sugar-room with requests for retests from brokers.

"Burt and Dreyfous make the most frequent requests. They are brought to me, and I pin them to the invoices, after noting the requests for retest (of the mark designated for retest) on the test-book; *i. e.*, under date of December 24, 1886: Bay State Sugar Refining Company, represented by Dreyfous, *ex California*, from Maydeburgs, entered December 21, 1886, invoice No. 12371, mark 'G 666,' 500 bags; 'B 406,' 500 bags; '406 B,' 500 bags, and 'B 406 C,' 500 bags. The serial numbers, representing these samples put on the cans by Examiner Remsen, were 455 to 448, inclusive, and sent to the laboratory December 24, 1886. The chemist's report is dated December 24, 1886, and the tests were 93.7, 94.0, 94.0, 94.3; the latter test was the test taken as basis for classification.'

But Broker Dreyfous, who represented the importer, makes a request for retest of mark 'B 407 C,' 500 bags, on December 28, four days after the classification had been made and reported. The retest was granted, and resulted in finding and declaring 94.0 the basis for classification, a difference of $\frac{1}{100}$ cent per pound on the weight of the mark retested, which was, in round figures, 100,000 pounds, and Dreyfous saved \$40 to the importer on that mark, and the revenue lost just that sum, for by the accepted laws governing appraisement, the classification made and reported on the 24th of December, 1886, was the true appraisement of the sugar; no resample was asked for or made; it was simply changing, lowering the rate of duty by reason of retest.

Clerk Johnson, continuing his testimony, said:

"I never saw Mr. Burt or any other broker in the sugar-room, although I have been in the sugar-room nearly two years in charge of the test-book." (*Per contra*, see Remsen's Exhibit 102.)

Annexed to Mr. Johnson's testimony will be found two sample laboratory certificates, which show that of the thirty-eight samples sent to the laboratory July 1, 1887, but three samples were tested in duplicate; these three show that a third test was necessary. Four tests show that duplicate tubes tested exactly alike and that the even degree (no fraction added) was reached, *i. e.* (90.0 : 90.0) (94 : 94 :) (81.0 : 81.0) (79.0 : 79.0).

In two instances the tests in duplicate conformed even to the fractional part of degrees, *i. e.* (88.8 — 88.8) (88.7 — 88.7); variance between the tests of the original and duplicate is, seven samples varying one-tenth, five samples differing two-tenths, and nineteen samples varying three-tenths.

In six cases the dropping of these fractional parts of degrees lowered the classification $\frac{1}{100}$ cent per pound, and thus the importer was favored at the expense of the revenue.

The above is a sample case, all doubt (?) is given to the importer and the systematic dropping of three-tenths of degrees is just what affects the duty.

OTHER EVIDENCE AS TO BROKERS' WORK AND ITS RESULTS.

Mr. R. M. Ormiston, sworn expert sugar statistician, working under my direction at New York, states (Exhibit 140):

"I have just returned from the sugar-room and Examiner Remsen informs me when brokers ask for retests of certain sugars, and when the retest is not lower than the original test, the latter test (original) is taken as basis for classification and duty."

Under date of July 15, 1887, Mr. Ormiston states (Exhibit 140):

"In regard to an inquiry made of Mr. Johnson this morning, regarding a certain sample of sugar, mark not verbally specified, Mr. Johnson said it went to the laboratory yesterday afternoon and had not been returned (the test). Upon examination of his test-book made by me directly afterward (11.30 o'clock a. m.) it showed that every sample sent to the laboratory yesterday (July 14, 1887), had been reported upon that day.

"The test-book also showed many samples sent to the laboratory and reported upon to-day. One cargo imported by Skiddy and Minford, *ex Thackera*, eight different marks, all had been tested and reported upon; still there was one mark, K, the sample of which had not been received (mark K not included in the eight marks). Inquiry was made over the telephone as to said mark K of Examiner Bowne (who answered the telephone).

(The question is, *why was this work withheld?*)

"Samples of Havemeyer & Elder's cargo, *ex Santiago*, was sent to the laboratory July 11, 1885. The date of chemist report is not specified. A retest was made July 13, 1885, which lowered the classification of two marks one degree or $\frac{1}{100}$ cent per pound."

From the above-given testimony it appears that the custom is prevalent to allow the importer to accept the test of the original classification if the result ascertained upon retest does not lower the rate of duty. Further, that certain marks of importations are withheld from the laboratory at the importer's request; that the samples of certain importers, represented by the ever-present Brokers Burt and Dreyfous, take

precedent of others; that a retest of the samples of an importation of Havemeyer & Elder was retested three days after the classification had been made, reported, and noted on the test-books; that the test-book does not show all the data as to tests, etc., which should be noted as to the importation and the classification made for duty.

In further violation of article 33 (S.S. 5725), I have to state that other than serial numbers are employed to designate samples sent to the laboratory. (See Exhibit 175.) These annexed certificates I obtained from Clerk Johnson, and show that letters A, B, C, D, and E, are used; (No. 2) P, W, X, Y, are employed sometimes; (3) X, (4) $\ominus$, (5) A $\oplus$ are utilized as distinguishing marks put upon the sample cans, and in the case of certificate No. 6, "M. W. $\times$ 13" (Matthesson & Wiecher's Sugar Refining Company) was noted as the laboratory mark. Eight samples are bracketed "H. & E." (Havemeyer & Elder). Of all the laboratory certificates examined by me, only those numbered 7 and 8, as showing distinction between "retest" and "verification." Certificate No. 8 shows that "B." (Burt) is the distinguishing mark used instead of a serial number. It therefore appears that by various means the laboratory officers are informed as to whose sugars they are testing and classifying for duty.

For the information of the Department I herewith transmit a few sample requests for "retests and resamples" made by Brokers Burt and Dreyfous, obtained from the sugar division (see Exhibit 176).

I will briefly describe them; they are marked A, B, C, D, etc.

(A) This is a communication from Examiner Hepburn to Assistant Appraiser Tice, after the writer had been ordered to resample the cargo of the *Isabel*, bought by Havemeyer & Elder Refining Company. Examiner Hepburn writes:

"After a careful examination of the original and the resample packages, with Supervising Examiner Bowne, I have concluded not to go further without orders from the Department. * * * At the time the original samples were drawn I put Mr. Remsen in possession of the facts in regard to the condition of the sugar; I feel that should they (Havemeyer & Elder) insist (in having the resamples made) the test will go against them.—P. A. HEPBURN, *Examiner*."

How remarkable! That if the United States officer makes the resample the refinery people, Havemeyer & Elder, will have to pay increased duty, for the tests will certainly run higher than the original tests. What consideration for the interests of Broker Burt and Havemeyer & Elder thus was manifested by the United States examiner. Should he not rather have considered the interests of the Government and made the resample when he knew the original tests were incorrect?

Again, here is another (B) from Broker Dreyfous:

"Ask Mr. Remsen to have the *A. C. Wade* [cargo] resampled; all that was called for except those on which we have gained on retest." Unsigned.

Again (C) Broker Dreyfous writes, June 24, 1887:

"Please order retests of your retained samples of marks $\frac{S}{ST}$, 40 hogsheads, and $\frac{B}{CE}$, 69 hogsheads sugar ex *J. S. Bogart*.—JAS. LEE & CO., per J. A. DREYFOUS."

On this request is written in red ink, "no change on retest," in the handwriting of Examiner Remsen.

(D) "Please order resample and test of every hogshead marked $\frac{CH}{B}$ sugar ex *George W. Clyde*, at Bartlett's stores, Brooklyn.—THBAND BROTHERS, per J. A. DREYFOUS."

I quote a few of Broker Burt's requests:

(E) "June 3, 1885. Mr. Hay, will you please have the retained samples of the marks of sugar which were verified yesterday per *Lyfred, Niagara*, sent down to be tested. Mr. Sherer says that he entirely misunderstood you about verifying the tests. He is perfectly willing to verify the tests of the original and retained samples already tested; so please send him the numbers on the list you have as soon as possible. Very truly yours, JAMES BURT."

What stronger evidence could be asked for to show the collusion which has existed between Broker Burt, Assistant Appraiser Hay, and Edward Sherer. The two first and last named had come to an understanding in personal interview, and the United States chief chemist agrees with the broker to make retests and verify the original and the retained samples, in order to secure for Broker Burt lowering of the test with consequent loss to the revenue.

In the absence of other evidence the above quoted request of Broker Burt proves the complicity of Dr. Sherer in the efforts of Broker Burt to defraud the revenue.

Again, note request marked (F) "To the appraiser, June 29, 1887.

"SIR: We are dissatisfied with your tests of our sugar per *Santiago*, 140 hogsheads, annantuna and sargua 680 hogsheads, and have to request that you will take such action as in your opinion will tend to correct the errors made.—H. & E., per J. B. (Burt)."

It will be seen that Broker Burt does not have to specify the action to be taken, for the reason that the officers of the sugar division know full well what he desires, viz, the lowering of the classification, and they assist him with eminent success, as results show. Again I call attention to the fact that on this request, above quoted,

there is noted on it in pencil the serial numbers of the samples, showing that the division officers did as Burt requested; also, that there is written in red ink the result of the retest and reverification asked for; that the result of this additional testing showed the duty reduced $\frac{4}{100}$ cent per pound on the 140 hogsheads lot; the weight of the sugar was, as I ascertained, roughly computed, 210,000 pounds, therefore the loss to the revenue, resulting from this irregular and fraudulent proceeding was \$84.

(G) This is another request from Broker Dreyfous. He says: "Please order retest of your retained samples," etc.

What resulted? The original test on 152 hogsheads "*ex Ardonach*," was 86.3, the retest, as called for by Dreyfous, resulted in a test of 86, and the latter is the basis taken for classification for duty; difference $\frac{4}{100}$ cent per pound on 228,000 pounds, the weight of the 152 hogsheads, resulting in loss to the revenue of \$91.20.

(H) Is a request from Burt, dated July 1, 1887. He says: "We are dissatisfied with your tests," etc., "and request that you will take action to correct the errors made."

What were these errors? The records show: The original test on 103 hogsheads, *ex Toscola*, was 89.6; by a retest (as implied in above request), 89—six-tenths dropped, and classification for duty lowered 1 degree or $\frac{4}{100}$ cent per pound, entailing net loss to the revenue of \$61.80. Thus the brokers work.

Please note requests marked K, L, M, and O. They are self explanatory. The latter is the request of L. M. Armstrong & Co., and states as follows:

"As understood with you and Mr. Remsen, we leave our interests entirely in your hands, having confidence the classification will be fairly done," etc.

Being desirous of making further examination of these requests of brokers for retest, etc., after the official classification or appraisement had been completed and the importer officially notified as to the classification, as per Department regulations, I requested the appraiser to cause to be transmitted to me all the "requests of brokers on file in the sugar division." On July 30, 1887, this was done (see Exhibit 177), and I was informed that the sugar division had none of these requests on file of a date prior to March 1, 1885, and upon further inquiry directed to the appraiser as to whether said "requests for retests" had been destroyed, and upon whose order the appraiser, under date of July 26, 1887, stated (see Exhibit 178): "Requests for retests and resamples from sugar brokers have been made from the time of the operation of S. S. 5725, act of March 3, 1883. We have no copy of official order permitting their destruction * * * that after liquidation of the entries these requests were treated as waste paper * * * of no consequence, * * * so considered by Assistant Appraiser Frank Hay," etc.

After receiving the "requests for retests" from the sugar division, I tabulated them, with results as shown in Table 8, "Requests for retests, resamples, verifications, etc., 1885 to 1887," transmitted herewith, with other tables, showing the effect of the brokers' influence and manipulation, assisted by the appraising officers, previously named, with consequent loss to the revenue; but before explaining these tabulations I pass to explain further testimony educed as to the relations existing between Brokers Burt and Dreyfous and the officers at the appraiser's store.

Special Agent B. H. Hinds states as follows (Exhibit 113):

"I have seen two men around here I was told were sugar brokers; one man I do not know. I can't say that I ever saw Broker Dreyfous in the office of the appraiser.

"I have, since your performance here, asked who he was. I have seen Broker Burt two or three times a week around the building; a good many times in the appraiser's office. It is not within my knowledge that he makes daily calls upon the appraiser; he comes in like every one else. I never heard him talk about sugar," etc.

F. W. Howard, private secretary to Appraiser McMullen, testifies as follows:

"I decline to state what influence secured my appointment as private secretary. I am in a remote degree connected with James Burt by marriage. I do not know that he had anything to do with my appointment. He has not been in the private room adjoining the appraiser's office three times, to my knowledge. I have seen him in conversation with the appraiser. I have not the slightest idea what brings Mr. Burt to the appraiser's office.

"My only knowledge of sugar matters is what I have gained by my connection with the civil service board of this customs district (a member). I do not know what sugar importing firms Mr. Burt represents. I have known him for fifteen years; his wife is a cousin of my wife. I consider myself an occasional visitor at Mr. Burt's house; have never talked business with him there or elsewhere."

Stephen W. Bassett, stenographer to the appraiser, states (Exhibit 125):

"I do not know Colonel James Burt when I see him" (four years or more employed in the private office of the appraiser of the port). "I have heard that he is a sugar broker. I have seen him in the appraiser's office two or three times; probably I have seen him sitting at the desk with the appraiser. I have never written a letter dictated by the appraiser and Mr. Burt jointly."

As previously stated, having found Mr. Burt with the appraiser on the occasion of

every call I made upon that officer, save once, and noticed the apparently very intimate relations existing between these gentlemen, the former sitting at the appraiser's desk, and further, that employes of the public store informed me that Broker Burt is closeted with the appraiser *every day* and for hours at a time—taking these facts with consideration, it must appear that Mr. Howard, Burt's relative, and Mr. Bassett, as well as Special Agent Hinds, all of them occupying the greater portion of their time each day in the appraiser's inner office, and in sight of the appraiser, have been blind, or they have willfully endeavored to withhold the true facts relative to the relations which are known to exist between Appraiser McMullen and the "prince of sugar brokers," James Burt.

As these pages have somewhat fully set forth the object of the daily presence and the powerful influence exercised by Broker Burt at the appraiser's store, I will now give the result of the tabulation of the requests for retests and resamples made by Sugar Broker Burt bearing his signature, on file subsequent to January 1, 1885.

BROKER BURT'S REQUESTS FOR RETESTS, ETC., MADE FROM JANUARY, 1885, TO JULY, 1887.

	Number.
Retests asked for.....	406
Retests pending resamples	135
Resamples (60 per cent. withdrawn).....	244
Retests and resamples.....	117
Verifications.....	75
Requests asking that corrections be made in tests; reasons not specified.....	347
Total	1,324

The imports of sugar made by Havemeyer & Elder, represented at the appraiser's store by Broker Burt, the marks, tests, retests, verifications, classifications, as per laboratory certificates, amended by retests, etc., in fact, all the data appertaining to the sugar of this firm, classified for duty during the month of July, 1883, and June of 1884, 1885, 1886, and 1887—the heaviest months in the year—I have taken from the test-book, as kept by Clerk Johnson and tabulated in "blotter" marked "2—Table C," and recapitulated as follows

Havemeyer & Elder's imports of sugar, as shown by test-book, for July, 1883, and June of 1884, 1885, 1886, and 1887.

Marks sampled in the five months.....	number..	845
Marks (character of sugar not specified)	do....	110
Retests sustaining original tests for duty	do....	37
Retests lowering the classification for duty	do....	115
Retests raising the classification for duty	do....	37
Retests.....	do....	306
Samples tested, lacking date of chemist's report.....	do....	236
Resamples made		14
Marks where the tests used in liquidation does not conform with the classification test noted in the test-book, showing manipulation		130
Pounds upon which the Government lost duty in the amount of revenue collected		29,569,586

Net loss to revenue, \$11,784.46.

From the above it will be seen that in five months, covered by table just given, Broker Burt asked for and obtained 306 retests; that in 130 cases the liquidation made at the custom-house was a different basis of test than the test-book showed was the "test for classification;" that by reason of the changes in tests and lowering of the classifications the customs revenue was defrauded of \$11,784.46 in these five months only. I would respectfully ask that special attention be given to "Table C in Blotter 2," as showing the manner in which the work in the sugar division respecting tests and classifications is conducted. I would also ask, in this connection, that reference be made to table included in this report on page 434, which shows the rate and amounts of duty paid by Havemeyer & Elder on their sugar imports from certain ports of original shipment, as compared with the rate assessed on the imports of all other importers of the same specified kinds of sugar, and from identically the same ports of original shipment during the period named, viz, January 1, 1884, to June 1, 1886.

It is shown that one full degree, equal to $\frac{4}{100}$ cent per pound, lower rate is assessed on the sugars of Havemeyer & Elder's direct imports than on sugars above specified of all other importers. The weight of the sugar in point was, the table shows,

49,385,750 pounds—loss in duty at $\frac{1}{100}$ cent per pound (value of one degree) equals \$31,043.84. These facts, as previously stated, are based upon the classifications noted on the invoices and entries upon the basis of which liquidations were made.

As shown upon page —, under my treatment of article 50 (S. S. 5725), Broker Burt saved to his clients, Havemeyer & Elder, on the sugar represented in the one hundred and eleven erroneous sheets of classifications, copies of which were sent to Boston, \$4,951.70, and for other importers, as shown by the same sheets, \$1,784.60, a total of \$6,736.30.

SUMMARY OF BROKER BURT'S SAVINGS FOR HIS CLIENTS AND CONSEQUENT LOSS TO THE REVENUE.

	Loss in duty.
Cargo <i>ex Bella Rosa</i> , invoice found in "invoice blotter"	\$754.11
Cargo <i>ex Santiago</i>	84.00
Cargo <i>ex Fescalia</i>	61.80
Noted in one hundred and eleven erroneous sheets of classification imports of Havemeyer & Elder	4,951.70
Imports of Havemeyer & Elder and "all other importers," table p	31,043.84
Other importers in one hundred and eleven erroneous sheets	1,784.60
As per table requests for retests for Havemeyer & Elder, saving	11,784.46
Total loss attributable of changing classifications for retests	50,464.51

The direct loss resulting from Broker Dreyfous's work I will not tabulate, but it will be found included in a table herewith presented, with explanation.

In round figures, Burt saved to Havemeyer & Elder, during the twenty-three months embraced in the foregoing tables, \$50,000. The effect of his work upon the rate of duty paid in New York on imported sugars is shown in a subsequent table, with the loss in revenue necessarily entailed.

Before leaving this subject I would state that the great influence exercised by Broker Burt over the employés and officers of the sugar division, evidenced by their words, action, and equivocations noted in the testimony in his behalf, is very striking. His daily coming is heralded by the word passed from mouth to mouth, "The colonel is here," and from the examiner in charge to the messenger in the office, all jump to anticipate his wants or do his bidding, produce his invoices, bring him his tests in memorandum before they are noted on the certificates. When he says "hold this," referring to an invoice, it is held; he takes opportunity to inspect invoices and tests of importers he does not represent; he addresses his requests for retests to the appraiser or assistant appraiser, but they are sent direct to the examiner in charge; he asks for resamples and then, having served his purpose, he withdraws his request and the resample is not made.

His sugars are given the preference and are tested and reported upon with great dispatch; the samples are worked at the Havemeyer & Elder refinery after hours, and then they go to laboratory so late as to occasion the common remark made there, "These are some of Burt's sugars;" the same remark applying when his sugars are returned time and time again to be retested, verified, re-retested and reverified. He rarely visits the laboratory, but he holds his long conferences with the chief chemist in the hall way.

He does not enter the sugar-room from the main office of the division, because that is against Assistant Appraiser Tice's rule, so he enters from the hall way.

He is encountered so often by the messenger in various parts of the public store that the fact does not impress itself on the messenger's mind.

He secures for Havemeyer & Elder special privilege to melt up United States samples as soon as the samples are drawn. This is so stated in the testimony of Examiners Remsen, McElvee, Jacobs, and Bowne, by five samplers, and the clerks. His invoices are detained, shelved, not written up; classifications altered; the tests not entered in the test book; the appraisements not noted on the public classification sheets and testified to by Examiners Remsen and Bowne and by Clerks Morgan, Trainer, and Anderson.

His invariable custom is to demur from his classifications and instantly demand retests. This is proven by the testimony of Examiners Remsen, McElvee, Bowne, Jacobs, and Clerks Flowers and Johnson, Messenger Dale, and Expert Ormiston.

He takes the liberty to inspect official letter-books of officers of the laboratory. His prime importance is recognized by furnishing him a desk in the sugar division office, with opportunity to inspect the invoice blotter, while beneath it are placed papers relating to the imports of other importers.

His powerful influence has long been felt and its power tested by those who had the temerity to question it, resulting in their suspension or removal. The officers of the sugar division have long known of the existence of the Burt sugar ring, but few had the moral courage to avow it.

It may be that Broker Burt is a much injured person, but the facts show that it is the customs revenue that is injured through the astuteness of Col. James Burt, chief of the sugar ring, so-called.

Inasmuch as Broker Dreyfous operates more particularly upon the wharves, as the testimony shows, I will consider his acts in connection with work on the docks, found further on.

AUTHORITY OF LAW OR REGULATION FOR GRANTING RETESTS TO BROKERS.

As previously noted, it was as far back as 1875 that Special Agent J. V. Alexander reported to his chief that "one gentleman in New York, formerly an officer in the Department, acting as agent for a dozen or so sugar firms, has free access to the sugar-room at the public store whenever his principals have a cargo of sugar in port."

I have pointed out in the foregoing pages who that ex-officer is to-day, and what is true to-day was true on the day and date of Special Agent Alexander's writing.

Again, under date of February 1, 1876, a report was transmitted to the Solicitor of the Treasury, at that time Hon. Bluford Wilson, written by Special Agent Alexander, that, "the practice of admitting agents of sugar importers to the examination room while classification of their sugars is being made is detrimental to the interests of the Government," etc. Continuing, he recounts irregularities in the sampling, weighing, and classification of sugars prevailing, especially relating to the sugar imports of the firm of Havemeyer & Elder, whereby the customs revenue suffered.

Again, it was on the 9th of March, 1880, that Special Agent Adams reports to the Department in reference to imports of Havemeyer & Elder, as follows:

"No doubt exists that the revenue has suffered materially by allowing the lowest test to be taken as basis for classification, with constant fraud, etc. * * * Brokers are constantly visiting the laboratory in the interests of their clients. * * * I call attention to the dangerous methods of conducting examinations and classifications."

Again, on March 29, 1880, Special Agent Alexander calls attention to an importation by Havemeyer & Elder, wherein the revenue suffered to the extent of \$1,050.

It was on November 20, 1880, that Special Agent Adams wrote to the Department "relating to granting of retests and resampling on the requests of importers or brokers," and under date of December 17, 1881, Mr. Adams informed the Department that "the laboratory should be independent of local influence * * * and not the run-way for persons who may desire to influence its decisions."

This time it is Special Agent Ira Ayer, jr., who, in reporting to the then Secretary of the Treasury, Hon. Hugh McCulloch, under date of March 6, 1885, says:

"Relative to the use of the retained sample under article 33 (S. S. 5725), when a test of said sample was called for by the importer, reports show that, if the test of the additional sample so made is found lower than that of the original sample it is adopted as the test of the sugar, but if higher, the test of the original sample was accepted as the true test. The practice was so clearly wrong that I directed its discontinuance, and further instructed that when application was made for a test of the additional sample the test (resulting) must be accepted as the basis for classification. * * * These instructions have been enforced, resulting in few retests being made of the retained sample, on the request of the importer, and the sugar has generally been classified either upon the test of the original sample or a resample has been called for."

The foregoing I note by way of introduction.

I have respectfully to ask attention to Exhibit 177, from which it appears that written requests for retests were destroyed as waste paper remaining in the sugar division prior to March, 1885; this is the time special agent wrote the report just quoted (March 6, 1885), and the destruction of these papers must have been by his order or with his consent, with a view to remove the proof of unlawful procedure in regard to the granting of retests on such requests, and importers, taking the classification which was the lowest, whether it was the result of the "original test or the test of the retained sample" or what not.

By reference to Table 8, "Brokers' requests for retests, etc.," in spite of the fact that Special Agent Ayer says his "instructions have been enforced" and "the test of the original sample made the basis for classification," and that "few requests for retests have been made," etc., is explained by the tabulation in Table 8, for during the month of March (when Colonel Ayer wrote the above-quoted statements) but five retests were made, eleven retests and resamples, nineteen verifications granted, and nine corrections in test, nature of error in which was not specified, were made, giving a total of forty-five, and that only eleven resamples were ordered during that month; but in the succeeding month, April, under the eyes of Colonel Ayer, the number of retests, verifications, etc., was forty-two, and of resamples thirty. This continued while Special Agent Ayer was stationed at the appraiser's store; then the

number of retests, verifications, etc., increased, with a corresponding increase in the number of resamples.

The above shows that with the cognizance of Special Agent Ayer the importers, or more particularly the brokers, relied upon retests and verifications whereby to effect the lowering of classifications of their sugars and not through the means provided by regulation (viz, by resample) when they were satisfied that the original test was inaccurate.

From January, 1886, to date, retests made at the request of sugar-brokers have ruled at New York, resulting in serious loss to the revenue, as the grand recapitulation table transmitted herewith attests.

In the report of Special Agent Ayer to the Department above quoted (March 6, 1885) he touches upon the difficulty in securing accurate tests of low grade gummy, lumpy, East India, and Muscovade sugars, and the unfairness in relying upon the original sampling, as affording the true test of the sugar, etc.; he proposes that, "as a final resort, to send several samples to the laboratory for test, in cases where, in the judgment of the appraising officers, the test of the original sample may not give a correct result. * * * This will tend to liberalize action in certain cases permitting the exercise of judgment by the appraiser when it has been heretofore restricted. This will do away with the necessity for resampling, so expensive, and is approved by the sugar trade."

This report refers explicitly to "gummy East India" and "lumpy low-grade Muscovade sugars;" it is well known that difficulty exists in getting good samples from these sugars, but the trade do; why not the United States samples? He continues: "On the other hand the testing of beet and centrifugal sugars is as a rule more easily determined."

It is important to note that the Department accepted Special Agent Ayer's suggestion in the promulgation of circular of April 15, 1885 (S. S. 6859), paragraph 2, provides:

"In the case of low-grade sugars (kinds not specified), when it is difficult to ascertain the true polarization of a mark by a single test, it is directed that so much of the marks shall be retained on the wharf as will permit additional samples to be sent to the laboratory when the test of the original sample is not satisfactory."

I call attention to a very striking point; Colonel Ayer designated lumpy, gummy East India and low-grade Muscovado sugars as presenting difficulty in getting true results from original sampling. The Department's order does not specify the sugars meant as "low grade," hence the customs officers apply the interpretation of this regulation to all sugars, high or low.

But the Department's order did not suit Colonel Ayer, for the drawing of another sample from packages held on the wharf would be almost a resample; and so, in order to make retests ("when the original tests was not satisfactory") more easy to the importer, or particularly his friend and confidant, Broker Burt, he recommends, and the Department approves and orders, May 9, 1885 (S. S. 5869), that "samples taken from original packages be retained by the appraiser" at the public store, sugar division, and not upon the wharf.

Ingeniously planned, ably executed; the doors are now thrown wide open to the successful operation of a system of "retest," "verification," "retest pending resample," etc., granted to sugar brokers whereby lowering, altering, and otherwise manipulating classifications of sugars have been made at the port of New York.

It is important to remember that these many retests, verifications, etc., are not made that the revenue may be protected; no, it is when the classification was not satisfactory to the importer or his broker.

During my examination of the officers of the sugar division on the 21st of July, 1887, I addressed the following letter to the appraiser of the port, who caused reply to be made to my inquiries. As my questions are embodied in the appraiser's reply, I quote his letter and omit mine (see Exhibit 178, A). Assistant appraiser writes the letter; approved by the appraiser and transmitted to me:

PORT OF NEW YORK, APPRAISER'S OFFICE,
July 26, 1887.

LEWIS McMULLEN, Esq.,
Appraiser:

SIR: Referring to a letter from T. Aubrey Byrne, special Treasury officer, under date of the 21st instant, I have to report on the questions propounded as follows:

First question. Under what authority of law or Department regulation brokers are entitled to demand retests of their sugars after the original test for classification has been made, in the absence of any evidence furnished by them showing that such classification was erroneous, and why said requests are complied with.

Answer. Paragraph 33, S. S. 5725, states that sugars not above No. 13, Dutch standard, in color, shall be selected by the experts in the examination-room according to marks, and from original samples of each mark, thoroughly mixed; a round tin sample-box

full, properly numbered, shall, with as little delay as possible, be transmitted to the laboratory for polariscopic test; an additional sample, prepared in the same manner, shall be held in the examination-room until the final classification is determined.

The additional sample, second, called for in the above paragraph, is the one from which retests are always made. This sample is intended for and retained for the purpose of correcting any error that might possibly occur in the test of the first sample.

The experts of this division consider this as clearly in accordance with the spirit and intent of the aforesaid paragraph.

We do not consider the final classification as determined until the return is made upon the invoice, preparatory to its being forwarded to the custom-house. Prior to this action we consider it our duty to take such action, if requested to do so, as will verify the correctness of the original test. If, in our opinion the test of the original sample of a cargo shows a lower test than the sugar warrants, we have the right (and often exercise it) to test the retained sample, in the absence of any request from the importer for such action.

Second question. I have also respectfully to request that you will inform me by what authority of law, when in the classification of sugars at this port written or verbal requests are made by sugar brokers for retests, and resamples, and particularly in cases where as many as three and four tests of the same sample of sugar have been made, and where the original or first test for classification is lowest, said lowest test is invariably taken as the test for classification without regard to the result as ascertained by subsequent tests made in conformity with said written or verbal requests of the sugar brokers, and which would advance the classification if considered.

Answer. As to test accepted for classification I desire to state that it is a well known and scientific fact, that the second or retained sample will, on account of the drying out (caused by evaporation of moisture), test higher than the original or first sample; if the test of the first sample is correct, long experience has shown that the second or retained sample will always show a somewhat higher test.

It would be an act of injustice to hold the importer to the increase as shown in the test of a retained sample, especially so, when in a great many instances, owing to the great amount of work on hand, several days intervened before a retest can be procured.

If the test of the retained sample were to show a great variance, between that and the original, the officers of this division would proceed to resample the entire cargo, in accordance with (S. S. 5725) circular of August 13, 1883. If on a resample a higher polariscopic test were to be shown than the original, the importer would be obliged to accept the latter test as a base for classification.

Very respectfully,

THOS. S. TICE,
Assistant Appraiser, Eighth Division.

Approved:

LEWIS McMULLEN,
Appraiser.

Inasmuch as Assistant Appraiser Tice had stated to me in his testimony (Exhibit 99) that "I have no knowledge of any regulation permitting or authorizing importers to ask for retest, other than the custom I found in vogue when I took charge, and is a common occurrence for merchants to ask for retest," I concluded to question Assistant Appraiser Tice in regard to the authorship of the letter above quoted, which appeared to give his views, that said practice of granting retests had warrant of regulation. The assistant appraiser, in answer to my questions, stated as follows (Exhibit 178 B), July 27, 1887:

"This letter you hand me, dated July 26, 1887, addressed to Appraiser McMullen by me and by that officer referred to you, Mr. T. Aubrey Byrne, is in answer to your communication of the 21st instant, was not compiled by me, neither did I make any suggestion or give any information whereby it was made up. I think I handed your letter above referred to to Examiner Remsen, but it might have been Clerk Trainer.

"Clerk Trainer wrote out the letter and handed it to me. I asked him if he had shown it to Mr. Remsen, and if he (Remsen) was satisfied with its correctness; to which he replied that he was perfectly satisfied.

"I signed the letter officially as prepared by Clerk Trainer and Examiner Remsen."

As Examiner Remsen had testified before me July 12, 1887 (Exhibit 102), as follows:

"I do not know whether such procedure (granting retests on the requests of sugar brokers) is in violation of the rules or not. I know of no regulation where specific or implied permission is allowed or permitted whereby sugar importers or their brokers can obtain retests on their own application, although it is the rule to make such retests when requested, making sometimes two or three retests on their application, after the original classification has been made in the laboratory.

"I think this custom should be abolished as a pernicious one, as the Government samples and original tests are as fair to the importer as to the Government. Aside

from this fact, it entails an exceeding amount of extra work, and in many instances the revenue suffers therefrom.

"I have repeatedly discussed this subject with Dr. Sherer, who holds that the present practice is a correct one, evincing leniency toward the importer, I holding that the original test should stand, it having been correctly made. John Sherer, the sugar damage examiner, holds to the same opinion as his brother Dr. Sherer.

"From my long experience as examiner of sugars, particularly of classifications, I am decidedly in favor of the total abrogation of the making of retests on the request of sugar brokers or importers, thus relieving the sugar division of the constant importunities of sugar brokers, and also saving to the Government the possibility of manipulating tests to the loss of the revenue, which, as I said before in my testimony, is the main object of the sugar brokers, evidenced by them and their acts daily."

Examiner Remsen having thus expressed himself freely, fully, and unhesitatingly, when examined by me June 28, July 7, and July 12, 1887, on the matter of retests, I sent for him and questioned him as to the authorship of the letter, giving the authority of regulation for retests as given above. He stated as follows (Exhibit 178 C), July 27, 1887:

"The letter just shown me, addressed to the appraiser by Assistant Appraiser Tice, under date of July 26, 1887, in reference to the law or authority permitting importers and brokers to demand retests of sugar classifications, etc., was compiled by Clerk Trainer, of the eighth division, and myself, and presented to Assistant Appraiser Tice for his signature."

The question naturally arises, viz: From what source did Examiner Remsen receive such an outpouring of light, enabling him to enunciate opinions so astutely presented, in direct conflict with his testimony, given under oath, as stated above, only a couple of weeks before? The answer may be found in the supplementary testimony of Mr. Remsen himself (Exhibit 102), in which he says he was "catechised" by Broker Burt as to his testimony, and was censured by the appraiser also. Furthermore, he says Dr. Edward Sherer and John A. Sherer hold to these views, viz, the authority and justice in granting retests on brokers' requests.

Dr. Sherer and John A. Sherer voice the sentiments of Special Agent Ayer, who, as previously stated, was author of the amendment to S. S. 5725, viz, 6859 and 6911, making the granting of retests possible under an elastic but vicious interpretation of the regulations, entirely unwarranted as it must appear.

It must be borne in mind also (and it is in evidence) that Broker Burt's hand was manifest in the framing of these Treasury regulations. These facts being considered, the source from whence Examiner Remsen suddenly obtained such wonderful light was, without question, Sugar Broker Burt, and possibly Dr. Edward Sherer in conjunction, for these are his avowed views.

I sent for Clerk Trainer, and in reply to my questions he stated (Exhibit 178 D): "I identify the letter [shown him] as one compiled by Examiner Remsen and myself, and written by me."

As Examiner Remsen held no such views as those enumerated in this letter, and, as it is hardly presumable that Clerk Trainer was the originator of them, we are compelled to deduce that the "master mind" of the sugar division, the man who has been actual assistant appraiser in deed, if not in fact, for more than half a decade was their author. It was five days after my letter of inquiry on the subject was sent to the appraiser before I received the reply; in that time the ingenious letter was framed. Certainly Examiner Bowne held no such views, for in his testimony (Exhibit 100) he had stated, "I have carefully scrutinized the regulations, but find no authority for granting retests on application of importers."

Examiners McElwee, Foskett, and Jacobs testified that they knew of no such authority under the regulations, though each stated that he had searched carefully and inquired of superior officers in vain for the authority for granting retests, so that the authorship of the letter is narrowed down to Dr. Sherer, John A. Sherer, who held to the views expressed, and James Burt, who had guided Special Agent Ayer in framing the amendment to the regulations bearing upon the point at issue.

It is needless to say that the most interested man in New York in the continuance of the granting of retests was and is Broker Burt, the alleged head of the "sugar ring."

To claim that article 33 can be construed as authorizing and permitting the granting of retests—two, three, four, five, six, and sometimes eight retests, verifications, etc., after classification has been officially made—and the importer officially notified that in the absence of a resample any retest or manipulation can properly be made to change the classification is preposterous, untenable, and utterly unwarrantable.

Under this "pernicious custom," as Examiner Remsen, in his evidence, terms it, with the responsibility for it resting where I have placed it (according to my light upon surrounding facts), coupled with the unlawful melting up of the United States samples, thus preventing the Government from making a resample if it desired one; the excessive use of water on the triers, with a view to lower the tests of the sam-

ples; the illegal laying out, weighing, and stenciling of said samples; the substitution of low-grade for high-grade packages in the sample piles; the failure to separate and sample mark by mark; the persistent dropping of three-tenths of degrees, lowering the basis for classification; the pairing of the polariscopists so as to secure variance in testing; the adjustment of the polariscopes by means of questionable quartz plates, with evasions as to which one was standard; the incorrect value of the alleged standard plate, as tested by Dr. G. E. Moore; the open violation of two-thirds of the sampling, testing, and appraising regulations (S. S. 5725); the maintenance of a private sugar laboratory by two chief appraising officers; the testing of United States samples in this private laboratory; the manner in which damage allowances are made; the frauds which have existed in connection with sugar imports at New York since 1870, as reported by the special agent of the Treasury, the low classifications of sugar which prevail—these facts, coupled with the tremendous influence wielded by the sugar brokers, even to the extent of such concentration of interests, show, if anything is capable of demonstration, that—

First. Two sugar brokers run the sugar division at the appraiser's store, both ex-appraising officers.

Second. These two brokers are James Burt and J. A. Dreyfous.

Third. A "sugar ring" appears to exist, and that James Burt is its chief.

Fourth. The customs revenue is being daily defrauded.

Fifth. The sugar division needs a thorough purifying, and the presence of sugar brokers in the sugar division prohibited.

WATERING OF SAMPLES BY UNITED STATES SAMPLERS, SUGAR BROKERS, AND SAMPLERS IN COLLUSION—FRAUD UPON THE CUSTOMS REVENUE.

Under the head of article 24 (S. S. 5725) I gave the facts educed by me as to the watering of United States sugar samples, by means of excessive water in the sponges used by the samplers when ostensibly cleaning their triers, with the results accruing from such practices.

From the sworn testimony of the officers of the sugar division made before me the fact is shown that the primary use of the wet sponge was authorized by Special Agent Ayer, who personally instructed the samplers in handling and utilizing the same.

That United States samplers have been found tampered with in order to lower the test of the sugar and vitiate the lawful appraisement for duty of the commodity in question stands abundantly proven by the sworn testimony of Examiner in Charge Remsen, Supervising Examiner Bowne, and Examiners McElwee and Foskett.

Of the United States samplers who admit having used the wet sponge, and had their attention called to the same, and were shown samples giving evidence of immoderate use of water, thus destroying the value of the sample, with likelihood of loss to the revenue by reason of the manipulation practiced, were Rahl, Flockton, Gilbert, Leimbach, McQuade, O'Donnell, and Twamley.

Of the sugar mixers in the United States laboratory who had found samples "too wet," giving evidence of having been tampered with, are Philo Cole and James Smiley.

Examiner W. D. Davis was of the opinion that article 24 permitted the use of water on triers, and knew of no detrimental consequences resulting therefrom.

Sampler Freeborn was in complete ignorance as to the use of water on samples.

The testimony of the witnesses, transmitted herewith, shows that the custom of using water on the triers prevails with the United States samplers. Thus fraud has been perpetrated and the revenue defrauded. But in this connection there are degrees of guilt and responsibility.

Examiners Remsen and McElwee, with Examiner Bowne, state in their testimony that fraud has existed in the treatment of imported sugars at the port of New York.

The two first-named officers testify as to the main object of the sugar-brokers, and that it is to obtain by one means or another the lowering of classifications of sugar after and before the basis for appraisement has been ascertained.

Examiners Bowne, Jacobs, McElwee, with Samplers Rahl, Freeborn, Flocken, Gilbert, Mundy, McQuade, and Twamley, testify as to the regular presence of brokers and importers, samplers, messengers, and other employes, when they are drawing the United States samples, working sometimes side by side and an inordinate degree of intimacy existing and being manifested between them.

Nearly all the samplers and examiners testify to the daily presence on the docks, when the United States samplers are at work, of Broker J. A. Dreyfous, and his sampler, John Hetherington, also as to Jim Vail, Broker Burt's trusted sampler.

It is in evidence, submitted herewith, that Broker Dreyfous is very free with the samplers when they are at work upon his sugars.

Examiner McElwee testifies as to the "sopping wet" sponge in the possession of

sampler Twamley, and the use he made of the same and the detection of the samples watered by him.

My own observations while visiting quietly, *incog.* the refining districts, and the detection of Samplers Flocken and Gilbert in the immoderate use of hot water, has been previously given in detail. So freely was the water used by Sampler Flocken that the water ran from the point of his trier as he was about to insert it in the United States sample packages.

Examiner Bowne testifies as to having repeatedly warned the samplers not to use their sponges "too wet," and has shown them samples which had been watered, threatening that its recurrence would entail upon him the necessity of reporting the matter to the appraiser, and the guilty sampler liable to discharge; how the detection of the water in the samples imperiled the revenue, and on one occasion he ordered the discontinuance of the use of sponges on short triers as punishment to the men upon whose district certain watered samples were found.

The constant warning of examiners to the men not to use their triers too wet all go to show that there is no doubt that manipulation of United States samples has been and still is being affected by the employés of the sugar division, New York.

As to the bribery of samplers, Special Agent Adams pointed out Sampler McQuade, with four others, as "tainted," and asked for his removal, but he was not removed.

Sampler Twamley testifies (Exhibit 144):

"I have been told that years ago there was a 'sugar ring,' and that samplers made money out of it, but, to the best of my knowledge, it does not exist to-day."

Sampler O'Donnell states (Exhibit 141):

"I know John Hetherington, Dreyfous's sampler; I have never known or heard of any person who received presents or compensation for drawing samples so as to secure low tests."

Sampler Mundy (Exhibit 137) states:

"I know Hetherington; I know of no sampler who has ever been paid for manipulating sugar, nor have I heard of samplers receiving gratuities."

Sampler McQuade states (Exhibit 138):

"I have been repeatedly warned not to use my sponge too wet; John Hetherington, Dreyfous's sampler, and I often worked alongside of each other. I have never received any inducement to draw samples favorable to an importer. Examiner McElwee has often told me he believed money was paid by importers to influence sampling."

Examiner McElwee (Exhibit 101) states:

"I have no doubt that large sums of money are paid annually to samplers, examiners, and others to manipulate sugars to secure low tests in the interests of the sugar brokers, but difficult to substantiate."

From these excerpts of evidence and the facts noted under my treatment of Art. 24 (S. S. 5725), together with other evidence noted, no doubt can reasonably exist as to the immoderate use of water by the United States samplers (some of them) with a view to lower the tests of sugar and defraud the Government.

The honorable Secretary will recall the proffer made by ex-Special Agent C. N. Brackett, that he would for a consideration place the Department in possession of affidavits showing the bribery of United States samplers, but the Department did not desire to purchase evidence.

The difficulty in securing "evidence" of bribery of customs officers or employés is a most difficult task, for in the absence of inducement, or incentive to communicate "evidence" as to such, entailing crimination of the informer to a certain extent, no one can be found to impart the facts, without a reasonable prospect of reward; moiety being abolished by law, incentive to expose such criminal wrongdoing as bribery, or collusion, ceases, and as a result, crookedness and rank fraud upon the customs revenue is rampant.

I have, however, been successful in obtaining two affidavits, made by men of character and standing, who know as to collusion, resulting in mutual gain, between sugar brokers and United States samplers.

As the honorable Secretary personally assured me that the evidence of the two gentlemen whom I informed him were willing to state, in affidavit, their personal knowledge of fraud and collusion being practiced in New York would be "treated as confidential," if affidavits were made and presented, and not be filed in the Department as part of the record in this investigation, so I assured said deponents.

The information contained in the affidavits referred to is given by the deponents for the personal benefit of the honorable Secretary. The makers of the same preferred, however, that their names be withheld for the present, so that I have made accurate copies of the affidavits, authors names omitted, and will submit these copies under separate cover to the honorable Secretary.

I would state that the deponents have expressed willingness to respond to the call of the honorable Secretary and personally appear before him and further explain the facts stated in their affidavits, but they will not permit their statements to be used

as a basis for suit against the implicated parties, for outside knowledge of their testimony would jeopardize their business interests, as can well be understood.

I have given them the assurance they desired, and with the foregoing stipulations I will forward their statements, in order that the honorable Secretary may be put in possession of all the light that can be gleaned touching sugar matters at the port of New York.

I hold the original depositions of the gentlemen above referred to, but stand prepared to hand them in, if requested to do so, in the presence of the makers of the said affidavits.

Deposition designated Exhibit XXI covers the information given me from time to time during my investigation by a man of standing in New York, and one well versed and intimately connected with the importation of sugar and its treatment for duty. He has not been in the Government service.

Deposition designated Exhibit XXX embodies statements made to me pending my investigation, and particularly relates to the *modus operandi* of sugar brokers in the successful efforts to secure under-appraisements of imported sugar in the interests of said brokers and importers who enter sugars at the port of New York. As to the social standing, integrity, and veracity of the deponent, I can personally vouch.

This deposition (Exhibit XXX), viewed in light of the sworn evidence of officers and employes of the customs service, transmitted herewith, and the natural deductions to be drawn from the subject-matter presented in my report, shows sufficient corroboration to entitle it to weight.

I will, therefore, without further comment, submit the affidavits referred to, under separate cover, and have the honor to await, in connection therewith, the esteemed commands of the honorable Secretary.

Under the caption of "Brokers and their interests," etc., I might point out the palpable object of the recently formed "sugar trust" in New York as being the outward visible form of the secret "sugar ring," with its avowed purpose to further effect concentration of sugar interests and ultimately defeat, if possible, the results of this investigation.

THE EXAMINATION OR SUGAR ROOM, SUGAR DIVISION, UNITED STATES APPRAISER'S STORE, NEW YORK, EXAMINER A. G. REMSEN, IN CHARGE.

The "examination" or "sugar room" adjoins that of the assistant appraiser of the sugar division, and it is where sugar samples are mixed, assorted according to marks, numbered, and thence transmitted by messenger to the United States sugar laboratory, located on the next floor below in the appraiser's store.

When the polariscopic tests have been made, which determines the basis for classification, they are noted on laboratory certificates, signed by the chemist in charge, as well as by the examiners who made the tests, and said certificates are sent to the sugar-room, to be noted carefully in a book called the test-book, in which all the data relating to the samples have been previously entered; the certificates now furnish the classifications. This book (test-book) is kept by Clerk Thomas D. Johnson (one of broker Burt's appointees).

All of the tests, many or few, are to be entered in the book in the spaces ruled and headed and are furnished by the Department. The object of entering the detail of the polarization in said book is to enable the examiner in charge to quickly see the result of the laboratory work as applied to each sample of every mark contained in the invoice in his possession.

If all of the tests made are not noted in the test-book, the object of its use is defeated. The examiner in charge reserves to himself the entering of the tests as "basis for classification," which he does in red ink, and, as will be shown in his testimony (Exhibit 102), he states that he allows no one to do this for him, for obvious reasons. Notwithstanding this statement it appears that the former clerk in charge of the test-book (W. C. Jacobs) and the present clerk, Thomas D. Johnson, have entered these tests "basis for classification."

The test-book is the permanent official register of classifications made, and its use was authorized in the closing paragraph of S. S. 5725. It further orders that damage allowances shall be shown in this register, which, as previously noted, is ignored *in toto*.

Article 37 prescribes that the samples shall be marked in the examination-room with a serial number pasted on the tin sample-box, representing each mark of the importation to be classified. These serial numbers are entered in the test-book, and when the certificates of tests are returned from the laboratory the tests noted on the same as against the serial numbers are then entered properly in the test-book. The book shows all the facts relating to sugar importations, such as date, vessel, name of importer, character of sugar, marks, number of packages, whether hogsheads, bags, mats, ceroons, etc.; then when the classification has been made by the examiner,

polariscopist, all the tests ascertained, and the test as basis for classification entered. Thus the record is kept of the appraisements of sugar.

The great importance of preventing brokers or importers from seeing the test-book is apparent, for had they access to this book they could see at what rates their competitors in business were having their imports classified and thus gain an unfair and illegal advantage.

Resamples are, as it appears, only occasionally noted on the "test-book" and results ascertained by "retests" are supposed to be written in with proper reference to the original tests, but I find that this work is very differently performed, all of the tests having not been noted, either original or on retest or resample, and further, that Clerk Johnson uses red ink and enters the tests as basis for classification, contrary to the orders of the examiner in charge.

Examiner in Charge Remsen writes up the invoices (notes the classification in red ink) with his O. K., "correct A. G. R.," also written in red ink on the invoices.

It is patent, then, that the sugar-room should be inaccessible to importers or their brokers, and the contents of the test-book withheld from their inspection with scrupulous care. Examiner Remsen states in his testimony that he allows no importers or brokers to enter the sugar-room, but occasionally some of them have come in, but he has "ordered them out."

It is my belief that the duties of the laborers employed in preparing the samples, washing the sample, cans, etc., is faithfully performed. An improvement could be made, however, in having the washing of cans done in another room, inasmuch as the water, steam, and the moisture necessarily arising from the same naturally tends to degrade the samples, from the well-known susceptibility to moisture of sugar, thus likelihood arises of the tests of the sugar samples being lowered with consequent lessening of the duties in appraisement.

In the matter of pasting serial numbers on the sample cans, to distinguish them, and also to withhold the identity of ownership from the polariscopists, I find that letters and other marks (not serial numbers) are sometimes employed; and if a secret code exists, by means of which the laboratory office can understand whose sugars they are testing, these distinguishing marks can serve the purpose. By the use of the serial number this can not be done, except by palpable collusion.

I find that the sugar-room is used as a loafing place for employés of the sugar division and officers of the laboratory; the samplers and examiner of district No. 1 make their headquarters in this room.

Examiner Bowne is usually to be found here, although his duties should call him to the docks, where, as supervising examiner, he should inspect the sampling of sugars. This duty he performs occasionally, and gives his main efforts, time, and attention to retests and verifications of tests, which the sugar brokers daily ask for; these retests invariably lower the rates of duty which have been determined in the classification previously made, and of which the importer or his broker has been officially notified.

No one, other than the examiner in charge and the employés regularly employed in the sugar-room, should be allowed in this room, which is undoubtedly the most important section of the sugar division.

The telephone now located in this room should be removed to the office of the assistant appraiser of the sugar division, where it belongs, or in the office of the appraiser of the port.

I have respectfully to ask attention to the acts of James Dale, messenger between the sugar-room and the sugar laboratory, which are clearly in violation of law and Treasury regulations.

Dale was appointed at the instance of James Burt, as opener and packer, July 18, 1874, at a compensation of \$3 per diem (his present salary). He was assigned to the sugar division, and has held his present position for three years. Prior to entering the service he had some little property, but became bankrupt in 1875; this he practically admits in his testimony (Exhibit 128).

From reliable sources I am informed that a short time after he entered the customs service, he borrowed \$500 from the cashier of the Eleventh Ward National Bank (a personal loan), and though efforts have been made by the cashier to collect the debt, it has not been paid. I cite this incident only to show Dale's financial status a very short time after he entered the service, and in view of the facts hereinafter presented, which relate to Dale's money transactions with officers and employés of the sugar division, in violation of law and regulations.

Dale enjoys many unusual privileges accorded him by the appraiser and James Ducey, superintendent of openers and packers. He has the care of the refuse sugar samples and, as stated previously, he has been charged with appropriating the same to his profit; also in failing to return the proper quantity of sugar samples to the representatives of importers authorized to receive them (see Exhibit A A A), and the facts relating thereto, in the testimony of Assistant Appraiser Tice (Exhibit 99) and of Examiner McElwee (Exhibit 101), in which it appears that one of the complain

ant firms (Callaghan & Verrinder) paid Dale \$25, to see that they got their samples.

I am reliably informed that Dale does realize profit from the sale of sugar samples and that therefrom he enjoys quite an income.

He acts as messenger for a number of the employés of the sugar division, carries their checks and vouchers to the sub-Treasury, where he gets them cashed and returns the money, less his loans, to said employés.

His especial duty in connection with sugar is to carry the samples from the sugar-room to the laboratory; he assists Mr. Remsen in the mixing of samples, both "original" and "retained," especially when retests are asked for by the sugar brokers.

He appears to be quite a privileged character, and is allowed to absent himself from the divisions so often as to enable him to employ quite a portion of his time to outside interests, viz, building and real-estate transactions. During last spring (1887) he frequented the so-called annex district, New York City, where he has taken a lively interest in building operations and in certain contracts, etc.

That he is quite a banker seems to be proven by his monetary transactions with his brother employés and officers of the sugar division, loaning money to them at usurious rates of interest and at other times charging bonus for making his loans, all of which is in violation of articles 1491 and 1496 of the general regulations of 1884, based upon the United States Statutes, upon which said regulations were framed.

Article 1491 and sections 1763 and 2638, Revised Statutes, provide that "officers and employés of the appraiser's department, New York, are not permitted to engage in commercial or mercantile business, either as principals or agents." James Dale's acts have been in open violation of the same.

Article 1496, general regulations, provides: "Subordinate officers of customs are not permitted * * * to lend money to their fellow-officers at usurious rates," etc.

Excerpts from the sworn testimony of officers and employés of the sugar division, appraiser's store, are herewith given, in proof of the statement of Dale's monetary transactions with his associate officers and employés:

Examiner J. F. Davis states (Exhibit 119):

"I have borrowed money from him (Dale), but never paid him any bonus. I have heard that he loans money to employés and has charged bonus."

Dr. Jessie Battershall, examiner, states (Exhibit 118):

"I have heard that Messenger Dale loans money," etc.

Philo Cole (Exhibit 127) states:

"I have heard something or other about him and his money transactions."

James Smiley (Exhibit 143) says:

"I have heard it stated that Dale loans money to employés."

Theo. G. Morse, examiner (Exhibit 108), states:

"I have heard that he (Dale) loans money to employés and has charged different rates to different employés. I have heard that he charged very high rates in some instances—as high as 10 per cent. a month. I have borrowed money of him, and think I paid him from 5 to 10 per cent. a month."

Samuel F. Ball, acting examiner, states (Exhibit D D):

"I decline to answer whether or not Dale loans money to other employés in the building, because I think the question an improper one. I decline to answer whether I have borrowed money from him or whether I have heard of any employés state that they had borrowed money from him."

E. J. Chapman, acting examiner, states (Exhibit 121):

"I have heard from my associates in the laboratory that Dale loans money to employés. I have heard of his taking compensation for making loans, and in some cases pretty stiff rates. I think Dr. Sherer told me that he (Dale) had got from him pretty stiff rates."

Examiner Landsmann (Exhibit 110) says:

"I have heard that Dale loans money to employés. I heard Mr. Morse state that Dale had got much out of him."

Clerk Anderson (Exhibit 126) and other employés confirm the above statements.

It transpires that Dale has been fast accumulating money, and in his own testimony (Exhibit 128) he states as follows:

"I have never received a dollar from any one from any sugar left at the appraiser's store, directly or indirectly. I take charge of the refuse sugar samples after office hours.

"I have loaned money to employés of the appraiser's store. I have charged no interest or bonus. I have seldom received any compensation for making loans; in some cases when I have been put to the trouble of getting the money from a friend, I have charged equivalent to the interest for the accommodation. I may have taken some interest from some of my brother officers, but I am not sure. I have no other source of income outside of my salary of \$3 per day. Whatever accumulations I have they have been derived from my salary.

"Appraiser McMullen has signed checks of other employés brought to him by me.

"I have no connection with business affairs, outside of my duties as an employé of

the Government. I own no real estate; have bought none for any person. I have not sold any to any officer or employé of the Government. When I want to be absent, the appraiser gives me permission. I have not been absent half a day in the last eighteen months."

Per contra—as to real estate transactions of Mr. Dale.

Sampler Twamley (Exhibit 144):

"I signed for my wife an agreement for the purchase of a house from James Dale, price \$7,000, on Walton avenue, New York, \$3,000 cash, balance on mortgage. I have heard of his loaning money to employés."

George K. Gilbert, sampler (Exhibit 134), states: "Early this spring (1887) I bought a house from Mrs. James Dale, value \$7,000, well mortgaged. The original transaction was made with Mr. James Dale and his wife and an attorney, who completed it. Mrs. Dale holds a second mortgage on the property."

James Ducey, superintendent of openers and packers, bought a house from Dale (Exhibit 128).

Dale estimates the value of the property on Walton avenue (four houses and lots sold by him to the above-named customs employés and his own adjoining) at over \$25,000.

It is a well understood and admitted fact among the officers and employés of the sugar division that Dale has been and still is coining money from the sale of United States sugar samples withheld from importers; hence his accumulation of money and acquisition of real estate and the building of houses, which he has sold to Sugar Samplers Gilbert and Twamley; another to Superintendent Ducey, and the fourth he occupies.

Dale has been and is still a willing agent of Broker Burt; mixing his samples, conveying them to the laboratory, and otherwise looking after his (Burt's) particular interests. This, it is presumed, he does in recognition of the service rendered him by Burt in putting him in his position and holding him there, with special privileges accorded him.

The other employés of the sugar room under Examiner Remsen are laborers, ranking as openers and packers, and are James Cunningham, John Carroll, Michael Kelley, and T. D. Tate. The latter receives \$800 per annum and the others \$2.75 per diem. I consider them capable and efficient.

MAIN OFFICE OF THE SUGAR DIVISION.

In the office of the assistant appraiser of this division, George M. Anderson is employed; he is invoice clerk; was appointed July 1, 1885, opener and packer; detailed as clerk; he copies the sugar invoices into his books, then transmits them to Examiner Remsen; when returned to him he enters the classifications noted thereon and places them before the assistant appraiser for his official signature.

Charles H. Trainer, sampler, appointed October, 1883, transferred from the sixth division to the sugar bureau June, 1885, is general clerk in charge. He copies the classifications from laboratory certificates and examiner's returns, and mails notices to importers of the classification of their sugars; he makes out the tabular statements of classifications, to be publicly posted, also the Exchange tabular sheets for Boston and Philadelphia; he also attends to the desires and wants of importers, or more particularly to Sugar-Brokers Burt and Dreyfous.

Alaric C. Morgan, messenger, appointed March 3, 1885, detailed as clerk, assists Clerk Trainer, in general duties, acting also as messenger for the assistant appraiser of the division.

The above named comprise the inside force of the sugar division appraiser's store, New York.

Supervising Examiner Robert E. Bowne was appointed laborer in 1866; in 1870 was made opener, and packer, in July, 1878, was appointed examiner, and August 1, 1885, was made supervising examiner.

Mr. Bowne was in the sugar division when James Burt was assistant appraiser, also when Broker J. A. Dreyfous was superintendent of samples. Through Broker Burt's influence, Bowne was appointed to the sugar division and through him retained and advanced. (See testimony of Examiner Remsen, Exhibit 102.)

As supervising examiner, Mr. Bowne has under him six examiners, viz: William D. Davis, William C. Jacobs, B. De Foskett, Peter Hepburn, J. S. McElwee, and William H. Townsend; the two last named receive \$1,800 per annum and the balance \$2,000. He has thirteen samplers, supposed to be under his control, as per orders of Appraiser McMullen, viz: Thomas G. McQuade, A. G. Mundy, Peter Twamley, A. B. Freeborn, I. W. Cole, James O'Donnell, F. Leimbach, G. K. Gilbert, Luke McDermott, N. J. Flocken, Charles Fox, George W. Jones, and P. Rahl; the latter acting sampler; also, two teamsters of sample wagons, Nathaniel Kelley and James Malony.

All of the samplers receive \$1,200 per annum, except Rahl, whose compensation is \$840.

Teamsters Maloney and Kelly are paid \$1,200 per year, and \$3.75 per day, respectively.

All of the above-named officers and employés, except Fox and Jones, were examined by me under oath, and with this report their testimony is respectfully transmitted.

WEIGHING SUGARS ON PRIVATE SCALES.

The Department on January 6, 1887, instructed the collector of the port of New York to permit the weighing of imported sugar on platform scales erected by Havemeyer & Elder on their refinery premises, said scales to be supervised as to correctness by the surveyor of the port.

In view of the light thrown upon the acts of the United States weighers and irregularities in the same, educed by this investigation and previously referred to I have summarized those acts, *i. e.*, weighing of sugars in lump, not mark by mark; the filling in of marks in the dock-books, from information received from importers, after the weighing has been done; intrusting the stenciling to laborers; the insecurity of the United States stencils; failure to stencil sugar packages at the time of weighing or discharge; enormous shrinkage in weights; permitting the removal of United States samples; the use of the quick-rising beam, indicative of light weights; weighers taking home their dock-books or calling upon importers; the hasty and incomplete manner in which the weighing has been done; under these circumstances, I consider it detrimental to the interests of the Government to permit the weighing of sugar upon private scales. If Havemeyer & Elder are accorded this great privilege, then other refiners are entitled to the same, in equity, and if not granted them, then certainly it must appear that the former are unduly favored.

HIGH GRADE SUGARS IMPORTED AT NEW YORK.

It has been asserted at New York, by certain customs officers, who voice the sentiments and do the bidding of Broker Burt, that the reason Boston importers pay higher rates of duty on imported sugar is because the latter port receives higher grades of sugar, of the same designated mark or kind, than is entered and consumed at New York. Further, that Havemeyer & Elder, the heaviest refiners at New York, do not import or use as high grade sugars as is consumed by the Boston refiners, and that the classification of the sugars of the firm of Havemeyer & Elder will prove the accuracy of their statements.

The sworn evidence of the appraising officers examined by me disprove, in the main, the above statements as does also the statistical tabulation prepared and herewith submitted relating to the last-named point, which cover the period from June 1, 1884, to June 1, 1886, based upon actual liquidations. Further reference to this table is subjoined.

Examiner Remsen states (see testimony, Exhibit 102):

"Havemeyer & Elder import high grade Constantias and others; I know of their testing 96° to 97°, averaging 96°."

Examiner McElwee (Exhibit 101) says:

"Havemeyer & Elder import and use the highest grades of sugar received at this port."

Samplers McQuade (Exhibit 138), Twamley (Exhibit 144), and others state that this firm import and use the highest grades entered at New York. Twamley more explicitly says:

"According to my judgment, based upon my eight years as sampler, I can state that Havemeyer & Elder import and use the highest grades of sugar."

The highest grades of sugar come from the ports of Cienfuegos, Cardenas, Cabarien, Havana, Guantnamo, Matanzas, and Bremen.

Of the highest grades in brands or marks of some of the sugars from the four first-named ports are:

Constantia, yearly product 100,000 bags, more than two-thirds of which is consumed in New York, Havemeyer & Elder using the bulk and importing the same, as well as other high grades here named, with the test given, which the trade recognize as the average tests or value of the same.

	Degrees.
Constantia, average trade test and value.....	97
St. Lucia, average trade test and value.....	96
Congresso, average trade test and value.....	97
Lenado, average trade test and value.....	97
Caridad, average trade test and value.....	96

From the above-named ports and of the above specified marks or qualities, Have-meyer & Elder imported and paid duty between June, 1884, and June, 1886, on 49,385,750 pounds in round figures, and by reason of the classification for duty of these sugars lower than the classification made of exactly the same high brands at Boston and other ports, the customs revenue sustained a net loss of \$31,043.84.

This loss to the Government (and saving to the firm above named) is directly attributable to the personal efforts of Broker Burt, their broker in appraisements, working through his influence and prestige upon the appraising officers, and by means of collusion and retests, and other unlawful means, under the eyes of the appraiser and Special Agent Hinds, stationed at the public store to protect the interests of the Government.

[illegible]

NOTE.—Hogsheads, 1,550 pounds; bags, 200 pounds. Loss of duty at 4 cents per 100 pounds.

RECAPITULATION.

	Quantity.	Amount.
	<i>Pounds.</i>	<i>Dollars.</i>
Bremen.....	2, 200, 000	880.00
Cienfuegos	7, 196, 300	4,590.44
Cardenas	21, 169, 900	8,467.96
Caribarien.....	1, 601, 450	2,500.58
Havana.....	9, 620, 000	11,035.52
Guantanamo	347, 200	138.88
Matanzas.....	7, 250, 900	3,430.46
Total loss of duty for twenty-three months, <i>i. e.</i> , from July 1, 1884, to May 31, 1886, inclusive.....	49, 385, 750	31,043.84

SAMPLING EVERY PACKAGE.

The sampling of every package would, in my opinion, inure to the proper and faithful collection of the revenue derived from imported sugars. This is the practice of the trade on high-grade sugars, and one which can be safely and advantageously imitated by the customs officers.

Relative to the same Examiner-in-Charge A. G. Remsen says (Exhibit 102):

"The effect of sampling every package, even if it entailed an expense of \$500,000 a year, would prevent beyond question the commission of any palpable fraud. It would not only save resampling, but it would be a bona fide security to the Government and to the importer; money would be saved thereby and it would prevent fraud, which I believe is being perpetrated on the revenue on sugar, from the fact that so many irregularities have crept into the present method of enforcing the regulations.

"In my judgment an entirely new set of regulations should be made to secure the revenue to the Government and prevent frauds.

"I make this statement, based on my eighteen years' experience in the sugar division at this port and my knowledge of sampling, testing, and appraising sugars. I consider the present regulations offer many loop-holes for fraud. The assistant appraiser of the sugar division should be a man who has knowledge of sugars, strong and active, and have direct supervision of the whole division, outside and inside."

Examiner Crumbie (Exhibit 120) states:

"The sampling of 100 per cent. of packages would secure the Government. If the samples we now get are not true ones the Government is sure to be defrauded."

OFFICERS AND EMPLOYÉS WHO KNEW OF NO IRREGULARITIES OR VIOLATIONS OF THE REGULATIONS.

The officers and employés of the sugar division (with a few notable exceptions) proved themselves as unwilling to testify to facts within their knowledge, so that the appended admissions must be considered as facts extracted from them, resulting from the most persistent questioning.

The following-named officers primarily stated that they knew of no irregularities or violations of regulations in connection with the treatment of imported sugar for duty, but by means of "cork-screw efforts" on the part of the investigator certain admissions were secured and below stated.

Examiner Crumbie (Exhibit 120) states:

"I know of no fraudulent practices in connection with the treatment of sugar; not in seven years."

Examiner Townsend (Exhibit 103) says:

"I know of no irregularities except in stenciling, which was brought to my attention."

Examiner Hepburn (Exhibit 112) states:

"I have not found anything designedly irregular. I know nothing of fraud stencil plates. Examiner Bowne said that too much water was used on triers. I know that sample closets were examined three times in two years as to their security. The Government receives all the duty it is entitled to."

Examiner W. D. Davis (Exhibit 117) stated at the outset that he knew of no irregularities, but when each article of the regulations (S. S. 5725) were read to him, and was closely questioned on each point, he made the following admissions:

"The only irregularity I know of is in that of stenciling. United States samples are melted up; in the United States sample piles low and high-grade sugars are mixed; sugar not weighed, sampled, and stenciled mark by mark. Merchants' samplers draw their samples before the United States samplers draw theirs. I know of no violation of article 17; no samples are sent in in paper. It is not detrimental to the United States samples to have them placed by refining employés near steam-pipes. I have been informed that water would prevent a normal sample," and so on.

Sampler Freeborn (Exhibit 133) states:

"I know of no irregularities;" but, as his testimony shows upon his mind being refreshed, he knew of many, which are duly recorded."

Sampler Munday (Exhibit 137) states:

"I know nothing of irregularities in the sugar division relating to sampling, the laying out of samples, sampler receiving gratuities, mixing of low and high grade sugars in the sample piles; I never knew of Sampler Gill reporting frauds in sugar; never knew of key of sample closet being lost or found or of closets broken into; I don't know how low classifications are effected. Never said a man had everything to lose and nothing to gain by telling all that he knew. Examiner McElwee told me to tell all that I knew; for this reason I considered him under the influence of liquor."

Sampler McQuade (Exhibit 138) states: "I do not know of any irregularities in sampling. Of this I am positive." Then, under close questioning, he admits: "We sometimes find low-grade sugars mixed with samples, evidently by mistake. About

a year ago I discovered samples that did not run as good as the balance of the sugar. Had I not discovered it, the Government would have lost duty. Locks on the sample closets have been changed. I do not know the reason. I never received any inducement to draw samples favorable to any person."

Sampler O'Donnell (Exhibit 141) says:

"I know of no irregularities or of frauds, direct or indirect."

Sampler Leimbach (Exhibit 136) states:

"I don't know of any regulation not enforced."

Sampler J. W. Cole (Exhibit 130):

"I know of no irregularity other than the laying out of samples not mark by mark and of samples being too wet. They endanger the collection of the revenue."

Sampler Rahl (Exhibit 142):

"I know of no irregularities. Merchant samplers wait till we are through before drawing their samples."

Sampler Twamley (Exhibit 144) says:

"The only irregularity I know of is that samples are not laid out mark by mark."

Dr. Edward Sherer, examiner (Exhibit 104), states:

"I do not know of any regulations that are being disregarded."

Messenger Dale states (Exhibit 128):

"I have no knowledge whatever of any irregular practices in connection with sugar for duty."

Special Agent B. H. Hinds states (Exhibit 113):

"No irregularities in sugar at this port have been brought to my notice; furthermore, I have never had reason to suspect that any existed; if they have it is something I have had no knowledge or suspicion of."

When his memory had been jogged a little, he said, in contradiction of his previous statement, as follows:

"Irregularities in sugar have been brought to my notice by the appraiser, twice or perhaps three times; the first time related to the laying out of samples. The eighth division was not satisfied with the weigher's work; the sugar had not been weighed mark by mark."

"I saw Mr. Treloar, Deputy Surveyor Blatchford, and the weigher, and the result was satisfactory to Mr. Bowne and Mr. McElwee; I never had any knowledge of frauds in stencil plates."

OFFICERS OBSTRUCTING THE INVESTIGATION.

In pursuance of instructions from the honorable Secretary of the Treasury, I presented myself to Appraiser McMullen, June 24, 1887, and informed him that I was prepared to commence my examination of the officers and employés of the sugar division, United States appraiser's store.

He informed me that he had been apprised of my intended visit by orders from the Department, and would extend me every facility, etc.

I requested him to assign me a room in which I could conduct my investigation, and in due course he gave me Special Agent Hind's room.

I had no sooner commenced my work before I became aware that the exceedingly frequent visits of that officer to the room on various pretexts was intentional, and for the sole purpose of ascertaining what officers I was examining. He many times entered the room without knocking, and after looking around, withdrew. His intrusions became so frequent and interrupting of my examination that I requested the appraiser to assign me another room; this he said he could not do, having none available. I then sought the law clerk of the appraiser's department, who had two offices adjoining, one of which he did not use, and asked him if he would allow me their use pending my examination. He very courteously assented, stating that he could for the short time necessary find desk room elsewhere, and that if the appraiser was willing he would give up both offices to me.

I then called upon the appraiser and stated to him what the law clerk had said. The appraiser was not at all favorable to the plan, even after the law clerk, whom he called, had said in our presence that he could temporarily spare his room. I was then compelled to appeal to the Department, which I did, as the following telegram will show:

NEW YORK, July 7, 1887.

SIR: I have been notified by appraiser to vacate present room on Saturday for meeting of board of appraisers, which will necessitate discontinuance of investigation unless another room is furnished. The law clerk occupies two rooms, and is perfectly willing to give them up to our use, provided the appraiser will make any temporary arrangements for desk room for him in any portion of the building.

I have to request that the appraiser may be directed by wire to assign to me, pending this investigation, the rooms now occupied by the law clerk, as being the most

and only desirable rooms for our purpose in the appraiser's store, otherwise will have to hire room outside, and some distance from the appraiser's store.

Since my application to the appraiser for a room, the use of which was refused me, it has been given to officers of Special Agent Jewell's office. Proper facilities are in no sense afforded me, as per Department's orders, and I earnestly request that the appraiser may this day be directed, by wire, as suggested, as the law clerk informs me that it will not interfere with him or his business to be thus temporarily transferred to other quarters. Will you kindly wire me reply?

T. AUBREY BYRNE.

Hon. C. S. FAIRCHILD,
Secretary, etc.

In due course I secured the law clerk's room. I had become satisfied, from observation and experience, that from the appraiser to the humblest employé of the sugar division that I need not expect other than hinderance, obstruction of persistent and organized character. In fact, certain witnesses informed me that this I could expect and surely experience.

The appraiser again and again refrained from giving me replies to respectfully couched and written requests for information, which, when finally obtained, was equivocal, and, in some cases, untrue; other written requests for facts necessary to my examination, the appraiser replied by word of mouth, through the medium of a messenger, refusing me written replies. The messenger refused to sign the statement prepared by me giving the substance of the appraiser's message.

Finally, on June 30, 1887, I proceeded to Washington and submitted the facts as to obstruction to the then pending investigation to the honorable Secretary of the Treasury, who thereupon issued an order to "officers and employés of the customs service, United States appraiser's store, New, York," and dated July 1, 1887:

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, D. C., July 1, 1887.

To any officer or employé at the appraiser's store, New York:

Special officer T. Aubrey Byrne is instructed to administer to you the following oath:

You do solemnly swear that the statements and answers you shall make relative to the investigation now pending shall be the truth, the whole truth, and nothing but the truth, so help me God.

I direct, if you have any knowledge, direct or indirect, or information of any kind relating in any manner to any fraudulent or irregular practices in the method or manner of sampling, testing, and appraising sugars, or of any matters connected therewith, you will state it to Special Officer Byrne without reservation.

I desire further, that nothing shall be said by you to any person about this examination or as to what you have testified, or the nature of the questions asked you, until permission has been given you by me.

I further desire that any officer or employé objecting or refusing to give the promise as above stated shall state his reasons therefor, and Special Officer Byrne is directed to write out said objections or refusal, which statements shall be signed by the officer or employé so objecting.

Special Officer Byrne is further directed, and is hereby authorized, to examine under oath Special Agent Hinds, Clerks Bauer, Rose, and Howard, and any other officer or employé connected with the appraiser's store, New York, he may desire.

C. S. FAIRCHILD,
Secretary.

I returned to New York the same day (July 1, 1887) and the following day presented the above order to Appraiser McMullen, who carefully read it. I requested him not to read it aloud, as he had summoned his stenographer, Mr. Bassett, to take notes of all that I might say; thereupon he excused Mr. Bassett.

Continuing my work of investigation, I was made fully aware of the fact that I was receiving at the hands of the appraiser, and many officers of his department, the most discourteous treatment, but I quietly submitted myself to the same without demur to the very close of my work of examination at the appraiser's store.

I had on June 25, 1887, addressed a communication to the appraiser "for a complete list of the employés of the eighth division and laboratory connected with the treatment of sugar for duty, permanently or occasionally employed, giving dates of appointment, salaries, paid, etc."

On the 27th of June, 1887, I received from the appraiser an incomplete list with the names of some six officers omitted therefrom. On the same date I again addressed the appraiser and enumerated the names of the officers which had been omitted, requesting information as to whether they were directly or indirectly employed in connection with the sampling, testing, or appraising of sugars.

July 28, 1887, the appraiser transmitted to me reply, referred by Edward Sherer, chemist in charge, "to the expert that" "J. F. Davis, W. D. Crumbie, Alfred Flowers, E. J. Chapman, and P. Doonan are not directly or indirectly engaged in the sampling, testing, or appraising of sugars," etc. Again, I requested the appraiser in writing to inform me whether the above-named persons were in the Government service; if so, their duties, etc., and in reply thereto, dated July 28, 1887, I am informed, over the signature of Dr. Sherer, as to the duties of the officers named.

This communication, forwarded me by the appraiser, shows itself to be an aggregation of evasions, equivocations, and untruths, as the evidence given by the officers above named will show, for these officers were and are still directly employed, either permanently or occasionally, in the treatment of imported sugar for duty.

By dint of perseverance I finally obtained the information I desired.

June 30, 1887, I wrote to the appraiser as follows:

"I have respectfully to inquire whether or not it is within your knowledge, advice, cognizance, approval, tacit or otherwise, countenance, expressed or implied, that Edward Sherer, R. E. Brown, W. D. Crumbie, James S. Dale, attaches of the eighth division, all or either of them, have refused to be sworn to secrecy in this investigation. I desire this information for the honorable Secretary of the Treasury, and a prompt response is solicited."

To this inquiry the appraiser replies verbally, through Chief Clerk Rose, who stated with emphasis that he was instructed by the appraiser to say that he, the appraiser, had no such knowledge.

Having been informed, by witnesses under oath, that the appraiser had cognizance of their intended actions and objections and refusals to be sworn, I, on the same date, changed the form of my question (above given) and writing to the appraiser, I asked if he, the appraiser, had any knowledge of such contemplated action on the part of his subordinates.

To this second letter the appraiser replied again, through Chief Clerk Rose, who stated that the appraiser had already answered the questions through him (Rose) yesterday.

This state of affairs necessitated my visit to Washington, with results as above stated.

On July 2, 1887, in company with special agent H. A. Moore (whom the Department had instructed to assist me in making my examination at the appraiser's store, dated June 17, 1887), I called upon the appraiser and informed him that it was the expressed desire of the honorable Secretary that I should propound my queries to him (the appraiser) in writing, and that the appraiser would give me written replies to the same. My statements were taken down by Mr. Bassett, the appraiser's stenographer, and were clearly understood.

On July 2, 1887, I addressed a letter to the appraiser requesting him to detail a messenger to serve me, pending my investigation, for the purpose of obtaining the presence of witnesses, etc., of which no notice was taken. Again, on the 6th of July I was compelled to reiterate my request, to which I received verbal reply, through the same medium as before (Mr. Rose), that he, the appraiser, could not furnish me one. I was then obliged to call upon the deputy collector, Mr. Jones, who kindly furnished me with a laborer to act as messenger for me.

I have respectfully to ask the deputy's attention to a letter written by Dr. Edward Sherer to the appraiser (copy of which is herewith transmitted, marked "Correspondence") and dated July 1, 1887, in which he states:

"The conviction forced upon me, by facts within my knowledge, that Mr. Byrne is not an unprejudiced investigator justify me in protecting myself against possible misrepresentation by all proper safeguards, and that, should I comply with the Secretary's desire to take the oath of secrecy and testify, I be furnished, as soon as practicable, with a copy of my evidence for use, if necessary, in my defense at the close of the inquiry."

I would also call attention to Dr. Sherer's letter to the appraiser dated June 28, 1887 (copy marked "Correspondence, etc."), in which he says:

"Should I be called to testify under oath to Mr. Byrne, he be requested to have a stenographer to take down questions and answers. Should Mr. Byrne decline to accede to my request, I ask that my request be noted upon his record of examination. If he declines my request for a stenographer, I have further to ask that his questions be submitted to me in writing and I be permitted to write the answers thereto, after being allowed due time for deliberation, and be permitted to read them all before answering any one of them.

"EDWARD SHERER."

As no charges had been preferred against Dr. Sherer by me, his great anxiety to defend himself implies evidence of guilt, and is an exhibition of arrogance and presumption to my mind unbecoming of a public officer.

The action of Dr. Sherer, received in the light of his testimony, presents a case worthy of the most careful consideration of the Department.

July 10, 1887, I addressed the appraiser, requesting the transmission to me of certain official papers relating to quartz plates. In reply and in compliance he forwarded me copies of the papers. I then wrote him, asking for the original papers, and he refused to transmit them. I then addressed him a letter and inclosed a telegram dated July 7, from the honorable Secretary; I then received the original papers. The telegram in question reads as follows:

WASHINGTON, *July 7, 1887.*

T. AUBREY BYRNE:

You have authority to call for records and papers if needed in your investigation.

C. S. FAIRCHILD,
Secretary.

July 15, 1887, I requested the appraiser to furnish me with the standard quartz plate in use in the United States laboratory, and the following day received the quartz plate without its mountings (it had been removed just before transmission).

On the 18th July, 1887, I asked for the mounting and received it. Step by step I found my every effort obstructed and hindered, and every written request studiously evaded when said requests could be ingeniously construed.

On the 21st of July, 1887, I wrote the appraiser asking him for the law and Department's authority for granting retests on the written or verbal requests of sugar brokers, receiving no reply. Again, on the 25th July I renewed my request, and the day following, July 26, 1887, I received it.

July 28, 1887, Assistant Appraiser Tice detailed at my solicitation two examiners and two samplers to make a resample of the cargo of the *Josie Troop*, upon which I had reason to believe excessive and erroneous damage allowance was being made. The resampling was made, with results stated elsewhere in this report.

I was informed by Assistant Appraiser Tice that the appraiser, Mr. McMullen, severely reprimanded him for detailing the resampling officers, although he was shown my written request for said resample, and that he (Tice) had been put in possession of surrounding facts by me. This act of the appraiser seems hardly in consonance with the within orders of the honorable Secretary, instructing him to afford me every facility, etc.

Examiner Remsen testifies (see Exhibit 102) that the appraiser censured him for testifying before me under oath (taking the oath to preserve secret the facts educed during the three pending investigations). Mr. McMullen advised Examiner Crumbie (Exhibit 120) to tell what he knew of irregularities in sugar to me, in his (the appraiser's) presence, and that his office was open to proper investigation. Special Agent Hinds, who was present, vouchsafed the remark that he questioned my authority, and in the latter officer's testimony (Exhibit 113) he said, "You are not an officer, and I know it," but at his request the last four words were stricken out, as he said he did not make them.

There is no possible doubt that the appraiser influenced Dr. H. M. Baker, examiner, not to furnish me with any information as to irregularities in sugar such as he (Baker) might possess. The subsequent demeanor of Dr. Baker evidenced the probability of this assumption.

I herein quote the words of certain witnesses examined by me, who, when about to be sworn not to divulge the questions asked during their examination except upon the permission of the honorable Secretary (in accordance with the permission of the honorable Secretary, given verbally to me a short time previous), objected, clearly evidencing a spirit of antagonism which seemed to pervade among the officers and employes of the sugar division of the appraiser's store.

Examiner R. E. Bowne said (Exhibit 145), "I object. I do not refuse to be sworn so far as anything connected with the sampling, testing, and appraising of sugar, but so far as muzzling myself, I do, most emphatically. I am prepared to go on with anything connected with the business of the department, but I refuse to preserve secrecy. I don't think anybody but a grand jury can—"

James S. Dale, messenger, said (Exhibit 145), "No, sir; I shall not take any such oath."

Edward Sherer said (Exhibit 145), "I draw the line there (as to preserve secret questions put and answers made). I am ready to testify, but as to secrecy, I must decline; I refuse to be sworn to secrecy."

Examiner W. D. Crumbie stated (Exhibit 145): "If you are not a notary, I refuse to be sworn; I object also unless questions and answers are to be included, evidence to be taken stenographically. I want to see your authority" (to swear witness to preserve secrecy).

Examiner Remsen states (Exhibit 145): "It is tacitly understood and arranged that objections were to be made to the manner of procedure of this investigation."

In my interview with the honorable Secretary, July 1, 1887, he disapproved of further efforts on my part to swear the witnesses to preserve secrecy, hence the formulation of the order and oath and the requests therein made in said order as to withholding information educed by examination.

(Order quoted in full on page 24, and is dated July 1, 1887.)

From July 2, 1887, to the close of my investigation every witness who appeared before me was read the order of July 1, 1887, and those who desired read it themselves, and under its provisions, carried out to the letter, my examination was continued to its close.

Quite in keeping with the statement of Edward Remsen, as quoted above, that it was understood that objections were to be made, etc., the employés of the sugar division, taking cue from Dr. Sherer, convened to demand that questions and answers should be taken down stenographically, notwithstanding the fact, that every witness was informed that it was the expressed desire of the honorable Secretary of the Treasury that questions should not be incorporated in the signed statements or testimony of the witnesses examined, yet they persisted in their demands.

I cite a sample: Examiner Crombie (Exhibit 120) states:

"Unless questions and answers are to be taken I object. I do not know what put it in my head to demand (your) Mr. Byrne's authority; I think Dr. Sherer spoke to me of demanding his authority, and a stenographer; I supposed he so advised those to whom he was talking; my reasons for asking for questions and a stenographer, to see that I was correctly reported."

EVIDENCE OF FURTHER OBSTRUCTION TO THE INVESTIGATION.

Alfred Flowers states (Exhibit 115):

"As clerk in the laboratory, with opportunity to observe closely, I am fully convinced that every effort has been made, and will be made to obstruct the pending investigation and effect intimidation of the employés of the laboratory.

Sampler Acting Examiner S. F. Ball declined very positively to state whether he knew of any one who had borrowed money from Messenger Dale, stating that he considered it an improper question; he refused to state as to whether he was under obligations to Sugar Broker Burt.

Dr. Sherer makes light of the examination by asking Messenger Doonan, when he returned from the examination-room, if he was "very much disfigured."

Special Agent Hinds turned the investigation "a performance."

Examiner Theo. G. Morse, said (Exhibit 108):

"I am convinced that every possible obstacle is being thrown in your way to hinder and obstruct this investigation (by employés of the laboratory), and if possible defeat the object. You are not being fairly dealt with."

The discourtesy evidenced toward Special Agent H. A. Moore and myself by Dr. Edward Sherer, before he had been examined, is exemplified in his remarks made to Examiner Wainwright and within the hearing of Clerk Flowers (see Exhibit 115½), is noteworthy; relative to the same Clerk Flowers says (Exhibit 145½):

"July 25, 1887, Dr. Sherer had a conversation with Examiner Wainwright in his office, where my desk is located, and I heard him (Sherer) say that you (Mr. Byrne) and Special Agent Moore were a couple of damn scoundrels."

He (Sherer) on another occasion said: "I would not last longer than the present investigation, as I would then be discharged."

I closed my examination at the appraiser's store July 30, and on that day Mr. Flowers showed me a written order of the appraiser reducing him to the docks. It then must appear that Dr. Sherer spoke by the book when he made the statement just recorded.

Examiner Wainwright (Exhibit 115½) says:

"July 25, 1887, Dr. Sherer requested me, if I was called before you, to repeat a conversation previously had between us relative to this investigation, but I can't remember its particulars. On Saturday last Dr. Sherer, in conversation with me, said you (Mr. Byrne) and Special Agent Moore were a couple of damn scoundrels, or words to that effect; this was said so that Clerk Flowers and others could hear it."

Upon the testimony of the following named officers being presented to them for their signatures, the same day as given, and immediately written out (in their presence and piece by piece read to them), they insisted upon signing each page of their evidence.

Examiner Jacobs said (Exhibit 111):

"I sign every page, as it is the proper thing to do. I know what I am about."

Sampler McQuade said (Exhibit 138):

"Common sense teaches me to sign every page."

Sampler Flocken said (Exhibit 132):

"I have signed every page of my evidence, to make it certain that this is what I testified to."

The conduct of the following named witnesses can not be characterized other than impudent and insubordinate, when their actions and statements are considered, evincing marked disrespect to the honorable Secretary of the Treasury, whom the investigating officers had the honor to represent.

Examiner Landsmann (Exhibit 110) refused to produce his naturalization papers, after he had promised to do so; and in making his refusal he had received the tacit approval of the appraiser and Dr. Sherer, as the evidence shows. He doubted my authority to investigate official acts of customs officers, even after he had read the Secretary's order of July 1, 1887.

Messenger James Dale's conduct, while under examination, was reprehensible to a degree, and the evasions and in some instances absolutely untrue statements were made in the most defiant and insolent manner. He denied his real estate and money-lending transactions until confronted by facts known to me and he realized that further denial was useless.

Sampler Acting Examiner Samuel F. Ball, twenty-three years of age, protégé of Broker Burt and adopted by Dr. Sherer, was particularly deficient, as his testimony shows; and his refusal to state his relations with Broker Burt was significant.

Private Secretary to the Appraiser F. M. Howard refused to answer questions, and his manner was extremely insulting. He says in his testimony (Exhibit 114): "My opinion, prior to my examination, was that this examination was being carried on in a very high-handed manner." In what respect, when asked by me, he refused to state. He refused to comply with the honorable Secretary's order of July 1, 1887, as he proposed "to retain his freedom of speech."

When asked by me subsequently whether he had been approached and asked by any one relative to his examination he replied: "That is an improper question and one that you (Mr. Byrne) have no right to ask," and refused to answer. This statement he signed (see Exhibit 114). Assistant Appraiser Daniel J. Moore, who, as his testimony shows, did not know what commercial damage was, although at the time head of the damage division, also evidenced antagonism to the investigation, and his conduct in the examination-room was other than gentlemanly. He refused to sign his testimony for the reason that questions were not incorporated, and because he considered it a "garbled and unintelligible statement," as he termed it. The fact is, Mr. Moore's statement was taken stenographically, and if it was as he termed it, the onus, rests with the person who made it and not with the scribe, who made faithful transcription of his notes, and within an hour after Mr. Moore had testified I presented it to him for signature.

Mr. Moore entered the examination-room without being summoned, and his actions were very discourteous, although he had been treated with the utmost consideration and respect as an officer and a man of his years was entitled.

Of his conduct toward myself and Special Agent H. A. Moore, personally, I am not concerned, but his disrespect of the orders of the honorable Secretary I am compelled to notice and thus report them.

Relative to the conduct of Stenographer Bassett (Exhibit 125), the evidence clearly shows by its reading that while he unwillingly acknowledged the superior authority of the honorable Secretary he obeyed the instructions of his chief, Appraiser McMullen; he refused to conform to the request of the honorable Secretary contained in the order of July 1, 1887, which he read and very deliberately studied. He said, "If the appraiser should ask me anything in regard to the examination I would tell him; I would not keep anything from the appraiser."

While Mr. Bassett stated he would be "governed" by the honorable Secretary's order, he would not promise to refrain from speaking of the investigation and as to what he had testified, the nature of the questions asked, etc.

He further said, in the most insolent and dictatorial manner, "I take orders from no man except the appraiser; and further, I want to say that the honorable Secretary's orders or requests shall be strictly obeyed. At the same time, Mr. McMullen is my chief, and if he asked what I have testified to, I will let you know." This was the only admission that I could obtain from the witness that he would conform to the orders of the honorable Secretary.

Two days after giving his testimony, viz, July 22, 1887, Mr. Bassett entered the examination-room without knocking, not having been sent for, and interrupted the examination of Examiner Remsen and Jacobs, and in the presence of the six gentlemen present, in a loud and insolent manner said, "I want you to change that statement [referring to his testimony], and put in the questions as you put them, and my replies, as the way you have it is not a fair statement." I asked him to make his statement so that the stenographer could take it. Mr. Bassett replied, "That is all there is about it."

Special Agent Moore said, "Mr. Bassett, this is hardly a fair way to present your statement;" to which Mr. Bassett replied that he "did not propose to be bulldozed." I told him his remarks would be presented to the honorable Secretary. He replied that "he did not care," or words to that effect.

The statement made by Mr. Bassett was written out and signed by the gentlemen present (Mr. Jacobs refused to sign) and is annexed to Mr. Bassett's testimony (Exhibit 125).

Relative to Special Agent B. H. Hinds and his duties and functions at the appraiser's store, New York, may be explained here.

This officer was, upon the order of the late Secretary of the Treasury, Hon. Daniel Manning, and dated October 30, 1885, ordered to the United States appraiser's store, New York, as his official station, and instructed to make his reports directly to the Department, but upon the request of Appraiser McMullen that he report directly to him (McMullen), the following order was issued, and dated, December 9, 1885:

"Referring to Department letter of October 30 last (1885), in which your official station at the appraiser's store, New York City, was authorized, you are hereby directed to report for duty to Louis McMullen, the appraiser.—D. MANNING, *Secretary*."

Although the Department's order says nothing by way of directing as to whom Special Agent Hinds's reports shall be made, as in Department's letter of October 30, 1885, above referred to, the presumption is that as special agent of the Treasury he was expected to perform the duties properly belonging to such officers, and that in designating his official station at the appraiser's store, with orders to report to the appraiser, did not, as I take it imply that he, Mr. Hinds, should ignore the duties of a special agent and give his time and best efforts to the appraisal of merchandise, rather than to careful supervision and guarding against irregularities in the appraising branch of the customs service at New York.

It was doubtless assumed when Mr. Louis McMullen was appointed to the very responsible position of appraiser of the port of New York, early in 1885, that his many years' experience as examiner of hardware at the public store had fitted him to exercise intelligently the exacting duties of appraiser of the port, especially when he would receive the aid and co-operation of half a score of trained assistant appraisers.

It may be consistently asked whether Special Agent B. H. Hinds's detail to the public store expressed or implied that he was to act in the capacity of deputy appraiser or general factotum to the appraiser, inasmuch as he had not qualified by the proper oath or otherwise to act in such capacity; therefore, if it shall appear that the latter duties are the assumed functions of Mr. Hinds, then his title should be changed.

The deputy's order of October 30, 1885, required that he should make his reports to the Department. The order of December 9, 1885, omitted to state to what head Mr. Hinds's reports should be made, but from the fact that it was at the request of the appraiser that Mr. Hinds was directed to report for duty to him, the presumption is reasonable that the Department still considered him, Mr. Hinds, a special agent.

It must appear that the appraiser needed a special agent to assist him in the duties of his appraisership; such assistance Mr. Hinds has rendered for which there is, I opine, no warrant of law.

Numerous complaints have been made from time to time that Mr. Hinds was the actual appraiser of the port and Mr. McMullen the appraiser in name.

The members of the local board of appraisers in session at New York, July, 1887, have remonstrated against the usurpation of the appraisership at New York, and have certified their willingness to make personal and separate reports upon the subject, if requested to do so by the honorable Secretary of the Treasury. The gentlemen referred to are Appraiser Baker, of Philadelphia; Stearns, of Boston; Griffin, of New Orleans, and Assistant Appraisers Hoffman, of Philadelphia, and Jocelyn, of Boston.

Relative to this matter I would respectfully suggest that the honorable Secretary interrogate Mr. Lake of the customs division, Treasury Department, your personal representative at the meetings of the board of local appraisers during the session referred to.

It appears that the appraiser leans so heavily upon Special Agent Hinds, in matters of appraisements, that the latter has, through force of circumstances, commenced to receive recognition as the actual appraiser at New York. He dictates official correspondence for Mr. McMullen, settles nice questions of interpretation of regulations, is always to be found at his right hand, speaks for him at meetings of the "local board," and seems to do every official act, save signing himself as appraiser. Even in this regard he comes pretty close, for official correspondence addressed to Mr. McMullen, appraiser of the port of New York, by appraisers of other ports are replied to over the signature of Special Agent Hinds.

Meanwhile, irregularities, violations of regulations, and frauds upon the revenue escape the attention of Mr. Hinds. He admits in his evidence that he knows nothing about sugar and was unaware that any irregularities or fraud existed in this connection. Perhaps the daily presence and potent influence of Sugar Broker Burt tended to blunt the perception of Special Agent Hinds.

In leaving this subject I would respectfully refer the honorable Secretary to the gentlemen previously named as well as to the testing of Special Agent Hinds himself and to that of Stenographer Bassett, "Exhibits 113 and 125," respectively.

ACTION TAKEN BY APPRAISER M'MULLEN.

As soon as the appraiser learned that the testimony of Examiner Remsen was damaging, he censured him; when he heard that Clerk Flowers had stated facts within the knowledge of that officer he reduced him to the docks; when it was brought to

his attention that Examiner McElwee had testified honestly and fearlessly as to fraud and irregularities in the treatment of sugar for duty, he suspended him. When he was informed by me in writing that he surreptitiously detained invoice of sugar represented by Broker Burt had been discovered, as well as his privilege of consulting the invoice blotter, etc., his rage could not be kept within bounds, and immediately visiting the office of the assistant appraiser of the sugar division, he exhibited his rage in a most unbecoming manner.

When it became known to him that Assistant Appraiser Tice had detailed officers at my request to make a resample of a cargo of sugar the crowning act had been consummated, and he removed the treatment of imported sugar for duty from the jurisdiction of Assistant Appraiser Tice and gave Assistant Appraiser Moore charge of the same.

In regard to Examiner McElwee, it may be said that opposition to this gentlemen on the part of certain brother officers of the sugar force, who disliked his straightforward way of calling irregularities frauds, had crystalized into a charge of intemperance, noted elsewhere in this report, a complaint which Assistant Appraiser Tice would not entertain unless the charges were reduced to writing and referred by the maker, for the time of the commission of the act, as alleged, was exceedingly, ancient; said written charges not forthcoming, Mr. Tice refused to take action in their absence, but the appraiser, at the instance of Broker Burt, seconded by Examiner Bowne, did act, and the summary suspension of Examiner McElwee resulted; thus was verified the statement made by Mr. McElwee in his testimony (Exhibit 101) that in giving me his testimony and recital of facts as they exist, he was jeopardizing his official head. I would call attention to the reports made by this officer on "Violations of the Regulations," annexed to this testimony (Exhibit 101), and made at my request, evidencing the ability of that officer, and his worthy desire to place before the honorable Secretary of the Treasury all facts in his possession as to irregularities in the treatment of imported sugar for duty, with a view toward the impartial enforcement of existing Treasury regulations.

That this officer should suffer by reason of the faithful discharge of his duties and in complying with the orders of the honorable Secretary to impart what knowledge he had in the subject-matter, I feel perfectly satisfied that the honorable Secretary will not countenance, now that the facts in the case are before him; the same also applies to the case of Clerk Flowers, a worthy, honest, and capable officer.

The culmination of my official examination at the appraiser's store, was in the acts of the appraiser above enumerated, and to the very last day, July 29, 1887, I was made painfully aware of the fact that the supreme and potent influence of Broker James Burt dominated, evidenced by results as they transpired and are recorded in this report.

Viewed in the light of all of the foregoing pages and the testimony and statements herewith presented, it must appear that a lamentable state of affairs appears to exist at the United States appraiser's store, New York, in connection with the sampling, testing, and appraising of imported sugar at that port.

The cost to the Government of maintaining the sugar division at New York annually will be found in the following table:

Officers and employés of the sugar division, United States appraiser's store, New York, and regular and occasional cost of maintaining the same.

Names.	Designation.	Compensation.	Date of original appointment.	Date of appointment to present position.
Thomas S. Tice	Assistant appraiser	\$3,000.00	.....	Mar. 8, 1887
Abraham G. Remsen.....	Examiner-in-charge	2,500.00	Dec. 15, 1869	Mar. 29, 1873
Robert E. Bowne	Examiner.....	2,500.00	Laborer 1886	July 17, 1878
William D. Davis	do	2,200.00	.....	Dec. 31, 1879
William C. Jacobs	do	2,000.00	June 6, 1877	July 17, 1885
Byron D. C. Foskett	do	2,000.00	July 18, 1885	July 18, 1885
Peter A. Hepburn	do	2,000.00	.....	Aug. 1, 1885
William H. Townsend	do	1,800.00	.....	May 22, 1883
John S. McElwee	do	1,800.00	Oct. 13, 1885	April 23, 1886
Thomas D. Johnson.....	Clerk and verifier	1,200.00	June 30, 1873	Nov. 18, 1876
Adam G. Munday.....	Sampler	1,200.00	Feb. 17, 1879	Feb. 17, 1879
Thomas G. McQuade	do	1,200.00	.....	Nov. 27, 1875
Peter Twamley.....	do	1,200.00	Mar. 12, 1877	April 9, 1879
Archibald B. Freeborn.....	do	1,200.00	Aug. 3, 1874	Feb. 23, 1878
Isaac W. Cole.....	do	1,200.00	Sept. 25, 1884	June 9, 1885
James O'Donnell	do	1,200.00	Apr. 15, 1880	Aug. 3, 1885
Frederick Luinback.....	do	1,200.00	Apr. 26, 1880	Oct. 3, 1885
George K. Gilbert	do	1,150.00	Oct. 1, 1881	Oct. 2, 1885

Officers and employes of the sugar division, United States appraiser's stores, etc.—Cont'd.

Name.	Designation.	Compensation.	Date of original appointment.	Date of appointment to present position.
Luke McDermott.....	Sampler.....	\$1, 200. 00	Aug. 5, 1885	April 22, 1886
Charles A. Fox.....	do.....	1, 200. 00		June 2, 1887
Nicholas J. Floken.....	do.....	1, 200. 00	Nov. 4, 1885	May 8, 1886
George W. Jones.....	do.....	1, 200. 00		June 21, 1887
Patrick T. Rahl.....	Messenger, acting sampler..	840. 00		Aug. 1, 1885
James W. Mills.....	Opener and packer, acting sampler.	p. d. 3. 00	July 6, 1883	Oct. 2, 1883
James Maloney.....	Sampler, acting teamster of samples.	1, 200. 00	Dec. 9, 1869	June 30, 1875
Charles H. Trainor.....	Sampler, acting clerk.....	1, 200. 00	Oct. 2, 1883	June 8, 1875
Nathaniel Kelley.....	Sampler, acting teamster of samples.	p. d. 3. 00	July 1, 1871	Mar. 30, 1872
Thomas D. Tate.....	Messenger.....	840. 00		May 23, 1883
James S. Dale.....	Opener and packer.....	p. d. 3. 00	July 18, 1874	July 18, 1874
Robert Cunningham.....	do.....	p. d. 2. 75	Oct. 3, 1873	Oct. 3, 1873
George M. Anderson.....	Opener and packer, acting clerk.	p. d. 2. 75		July 17, 1885
Alaic C. Morgan.....	Opener and packer.....	p. d. 2. 75	Mar. 3, 1885	June 20, 1886
John Carroll.....	do.....	p. d. 3. 00		April 25, 1887
Michael Kelley.....	do.....	p. d. 2. 75		April 28, 1887
John A. Sherer.....	Damage examiner.....	2, 500. 00		Dec. 31, 1879
Jeremiah Holleran.....	Opener and packer, damage division.	p. d. 2. 75		May 24, 1887
Patrick McKenna.....	do.....	p.		June 2, 1887
<i>Sugar laboratory employes.</i>				
Edward Sherer.....	Examiner.....	2, 500. 00		May 5, 1880
Henry J. Abbott.....	do.....	2, 000. 00		June 11, 1883
Robert Rigney.....	do.....	1, 800. 00		July 13, 1883
Gottfried Landsman.....	do.....	1, 800. 00		July 13, 1883
Thomas G. Moore.....	do.....	1, 200. 00	Nov. 1, 1880	Mar. 24, 1884
Samuel F. Ball.....	Sampler, acting examiner...	1, 200. 00	June 10, 1885	Oct. 13, 1885
Alfred Flowers.....	Sampler, acting laboratory clerk.	1, 200. 00	July 22, 1879	Jan. 20, 1880
E. J. Chapman.....	Messenger to laboratory, acting examiner.	840. 00	Nov. 21, 1883	Oct. 20, 1885
William D. Crumie.....	Examiner.....	2, 200. 00	Jan. 13, 1883	June 1, 1887
William D. Davis.....	do.....	2, 200. 00	Jan. 23, 1882	Dec. 14, 1885
P. H. Doonan.....	Messenger to laboratory.....	840. 00		Mar. 18, 1882
James Smiley.....	Sugar mixer.....	840. 00		Jan. 27, 1885
Philo Cole.....	do.....	840. 00	Aug. 7, 1885	Dec. 1, 1877

Cost of maintaining the force utilized in the sampling, testing, and appraising imported sugars at the port of New York is \$72,878.75.

COMMERCIAL OR TRADE TESTS VS. CUSTOM-HOUSE TESTS.

[The latter lower than the test on which sugars are bought and sold at New York.]

The great difficulty in obtaining commercial tests of sugars at New York, with a view to compare them with the Government test made in appraisements for duty, can be appreciated when the secrecy maintained, with positive refusal to impart information to Department officers on the part of importers, is considered.

This difficulty requires no elaboration at my hands, for the Department is in full cognizance of the facts, educed when a reduction of the "drawback" on sugars for export was contemplated not long since.

Realizing the necessity of obtaining the data above named in "commercial tests," or the basis upon which the sugars imported were bought and sold in the market, I set myself to the task, and by most diligent effort have succeeded in securing positively reliable information and evidence, which shows that the tests for classification of sugar imported at the port of New York, as returned by the United States sugar laboratory at that port are invariably lower from 1 to 3 degrees, equal to $\frac{1}{101}$ cent to $\frac{1}{100}$ of a cent per pound for duty, than the "commercial" or "trade tests," upon which basis the commodity is bought and sold; thus corroborating the statements made in this regard (previously noted) by the public sugar chemists at the port of New York, as well as by the customs officers and merchants at the port of Boston.

The "trade tests" represent the true value of the sugar ascertained by polariscope, likewise the Government's method. In the former, each fraction of "a degree" or "per cent," is always taken into consideration; in the latter, the systematic drop-

ping of three-tenths of a degree or per cent. is studiously observed by the United States laboratory officers, and in pursuance of this course the appraiser of the port of New York has given his official sanction.

The custom of "the trade," in dealing in imported sugar, may briefly be summarized thus:

The seller offers his sugar on a guarantied test, he having in the first place bought it from the grower on the basis of a certain test. The seller says, I will sell you 500 hogsheads centrifugal sugar, basis 96° test, $\frac{1}{16}$ of a cent per pound up or down for each degree over or under the guaranty test.

The buyer and seller draw samples from every package before the United States samplers draw from the sample packages. The traders now agree to submit their samples to public (skilled) chemists, such as Grund, Weichert, Harnish, Rigney, and others; the seller sends his samples to a chemist of his choice and the buyer does the same. The results are then compared, and if the two tests do not agree within two tenths of a degree, or per cent., by mutual consent the samples are submitted to one or two other chemists, as the case might be, and efforts are made to neutralize the variance of two-tenths of a degree, and failing to secure actual agreement, buyer and seller waive one-tenth, that is the average of the two tests most nearly agreeing (and yet not varying more than two, or at the outside three tenths of a degree); this is accepted by buyer and seller as the basis of value of the sugar, and the smallest fraction, to the one-thousandth of a degree, is carefully considered in consummating the trade; for the $\frac{1}{16}$ cent per pound for each degree, up or down, as previously stated, is to be considered, as well as its proportionate part of value on that base to the fractional part of the degree.

One degree in trade on centrifugal sugar is, as the seller offers, $\frac{1}{16}$ cent per pound up or down, therefore 1 degree in trade is equivalent to $\frac{250}{4000}$ cent per pound, and one of a degree (1 per cent.) is equivalent to $\frac{25}{400}$ cent per pound, and thus the trade is consummated.

It is therefore apparent that the test of the sugar, called the "commercial" or trade test, represents the true value of the sugar, reached by polarization, and can be fairly used in drawing comparison with the United States laboratory tests, ascertained for appraisal, which also is supposed to represent the true value of the sugar.

These commercial tests, as applied to some twenty cargoes of sugar imported and duty paid at the port of New York, I have tabulated, showing the variance between the test in classification and the commercial tests on the same sugars, and the net loss of duty the Government sustained in these transactions, showing the result of lower classifications which rule in New York, as alleged.

The first cargo cited went in bond to Boston, was there tested by the customs officers, but the New York appraiser's classification prevailed.

Commercial or trade test vs. appraisers' tests applied to twenty cargoes of sugar, entered duty paid at New York, showing on basis of commercial tests the net loss to the customs revenue.

Date.	From—	Importer.	Vessel.	Marks.	Packages.	Apprais- ers test.	Test on in- voice.	Com- mercial test.	Higher than ap- praisers' test.	Pounds approxi- mated.	Loss in—	Equal to—	Loss in duty by wrong classifi- cation.
U. S. Ex. 3	1886.												
June 5	Cienfuegos	Butler, McD. & Co.	Huthia	Constansia	5,265	96.0	97.3	97.7	1.7	513,000	2	Cents. .08	\$842.40
14	do	do	M. J. Hedland	do	4,475	Boston verification.	96.5	97.9	1.3	985,000	1	.04	358.00
21	do	do	Fennimore	do	3,503	96.5	96.4	97.1	.6	700,000	1	.04	280.00
8	Matanzas	Perkins & Welch	Niceto	Labrador	406	95.9	96.0	96.8	.9	81,200	1	.04	32.48
8	do	do	do	Ysido	57	94.9	95.0	96.4	1.5	11,400	2	.08	9.12
7	Cienfuegos	J. & G. Fowler	Tuck Ling	Legrimto	1,000	95.0	95.0	97.0	2.0	200,000	2	.08	160.00
7	do	do	do	Parque Alto	1,776	95.0	95.0	96.5	1.5	355,000	2	.08	284.16
Apr, 2	Caibarien	Perkins & Welch	H. B. Ogden	Noviga	5,000	94.9	94.9	96.1	1.2	1,000,000	1	.04	400.00
June 25	Matanzas	M. Taylor & Co	Enrique	A	517	95.7	95.7	97.6	1.9	103,400	2	.08	82.72
25	do	do	do	B	663	95.0	95.0	97.0	2.0	132,600	2	.08	106.08
25	do	do	do	C	500	95.6	95.6	97.0	1.4	100,000	1	.04	40.00
25	do	do	do	E	921	96.0	96.0	98.2	2.2	184,000	3	.12	221.04
25	do	do	do	M	1,604	96.5	96.5	98.3	1.8	320,800	2	.08	256.64
25	do	do	do	R	1,370	95.5	95.5	97.0	1.5	274,000	1	.04	109.60
25	do	do	do	P	579	95.0	95.0	97.2	2.2	115,800	3	.12	138.96
25	do	do	do	J	300	98.8	95.8	97.9	2.1	60,000	2	.08	48.00
25	do	do	do	H	240	96.0	96.0	97.8	1.8	48,000	2	.08	38.40
25	do	do	do	Y St. Joaquin	385	96.0	96.0	98.0	2.0	77,000	2	.08	61.60
25	do	do	do	S	188	96.0	96.0	97.5	1.5	37,600	2	.08	30.08
25	do	do	do	M. C.	120	95.0	95.0	96.6	1.6	24,000	2	.08	19.20
25	do	do	do	M. B.	25	95.0	95.0	97.0	2.0	1,000	2	.08	80
25	do	do	do	D	25	95.9	95.9	97.3	1.4	5,000	2	.08	4.00
25	do	do	do	M. & G	478	96.0	95.4	97.5	2.1	95,600	2	.08	76.48
28	Demerara	Houland Aspinwall	Lallian	NF	460	95.7	94.9	97.5	2.6	92,000	3	.12	110.40
28	do	do	do	NF R	425	96.4	96.4	97.8	1.4	85,000	3	.12	102.00
28	do	do	Nera	NF	1,550	94.0	94.0	96.8	2.8	310,000	3	.12	372.00
28	do	do	do	N. F. G	*224	95.7	95.7	96.5	.8	336,000	1	.04	134.40
July 30	Cienfuegos	H. A. Voltable & Sons	Santiago	C	456	95.0	95.0	96.5	1.5	91,200	2	.08	72.96
30	do	do	do	Pastoria	2,000	95.7	95.7	96.3	.6	400,000	1	.04	160.00
May 24	Sagua	H. P. Finley	C. C. Colcord	R	*48	89.0	89.0	90.6	1.6	72,000	2	.08	57.60
24	do	do	do	L. C.	*42	88.7	88.7	89.7	1.0	63,000	1	.04	25.20
24	do	do	do	Carmen	*50	87.0	87.0	89.6	2.6	75,000	3	.12	90.00
24	do	do	do	G. G	*59	87.7	87.7	89.4	1.7	88,500	2	.08	70.80
24	do	do	do	San Fernando	*141	88.0	88.0	88.7	1.7	361,500	1	.04	144.60
24	do	do	do	M. A.	*206	86.3	86.0	88.0	2.0	309,000	2	.08	247.20
24	do	do	do	G. T	*70	83.8	83.8	87.3	3.5	105,000	4	.16	168.00

* Hogsheads.

Commercial or trade test vs. appraisers' tests applied to twenty cargoes of sugar, entered duty paid at New York, etc.—Continued.

Date.	From—	Importer.	Vessel.	Marks.	Packages.	Apprais- ers' test.	Test on in- voice.	Com- mercial test.	Higher than ap- praisers' test.	Pounds approxi- mated.	Loss in—	Equal to—	Loss in duty by wrong classif- ication.
1886.													
July 8	Caibarien.....	E. D. Morgan & Co..	J. E. Ingersol ..	La Julia.....	†4,852	96.7	96.7	97.6	.9	970,000	0	Cents.	\$388.20
Apr. 2	do.....	do.....	H. G. Merdy ..	do.....	4,404	95.8	95.8	97.4	1.6	880,000	1	.04	704.64
2	do.....	do.....	do.....	La Julia M ..	865	89.0	89.0	89.5	.5	173,000	1	.04	692.00
May 2	Cienfuegos ..	do.....	Cienfuegos ..	Constancia.....	1,935	96.0	96.0	97.0	1.0	387,000	1	.04	154.80
2	do.....	do.....	Atabuya ..	do.....	2,410	95.6	95.6	97.0	1.4	482,000	1	.04	192.80
Apr. 22	do.....	Mailland R. Co....	Lalowia ..	do.....	*1,100	95.5	95.5	97.0	1.5	1,905,000	1	.04	762.00
22	do.....	do.....	Danish ..	do.....	†46	96.0	96.0	96.8	.8	43,580	1	.04	17.43
June 20	do.....	Butler, McD. & Co..	Monarch.....	do.....	*32	95.6	95.6	96.6	1.0	56,755	1	.04	22.70
1885.													
Nov. 30	Magdeburg.....	Bay State R. Co....	Morsola.....	T. 420, A.....	†500	93.7	93.7	94.5	.8	100,000	1	.04	40.00
30	do.....	do.....	do.....	T. 420, B.....	500	93.7	93.7	94.9	1.2	100,000	1	.04	40.00
30	do.....	do.....	do.....	T. 420, C.....	500	93.5	93.5	94.8	1.3	100,000	1	.04	40.00
30	do.....	do.....	do.....	T. 420, D.....	500	93.7	93.7	94.8	1.1	100,000	1	.04	40.00
6	Demerara.....	Boston S. R. Co....	Southwood ..	P. W.....	754	96.0	96.0	97.0	1.0	150,800	1	.04	60.32
6	do.....	do.....	do.....	I. C. B.....	1,257	95.0	95.0	96.2	1.2	251,000	2	.08	201.12
6	do.....	do.....	do.....	P. M.....	960	95.6	95.6	96.2	.6	192,000	1	.04	76.80
6	do.....	do.....	do.....	R. H.....	1,330	95.3	95.3	96.0	1.0	266,000	1	.04	106.40
6	do.....	do.....	do.....	B. A.....	672	94.5	94.5	95.7	1.2	130,410	1	.04	53.76
6	do.....	do.....	do.....	E. P.....	956	94.6	94.6	95.5	.9	191,200	1	.04	76.48
6	do.....	do.....	do.....	B. E. R. A.....	400	95.0	95.0	95.5	.5	80,000	1	.04	32.00
6	do.....	do.....	do.....	T. D. V.....	610	94.7	94.7	95.3	.6	122,000	1	.04	48.80
6	do.....	do.....	do.....	[L B M].....	150	94.7	94.7	95.3	.6	30,000	1	.04	12.00
1887.													
Mar. 6	Magdeburg.....	B. S. Rif. Co.....	California ..	0425 A.....	200	94.0	94.0	95.6	1.6	43,627	2	.08	34.90
6	do.....	do.....	do.....	0425 B.....	500	94.7	94.7	95.3	.6	109,283	1	.04	43.71
6	do.....	do.....	do.....	838 B.....	200	90.0	90.0	90.6	.6	43,469	1	.04	17.38
6	do.....	do.....	do.....	C. 876.....	200	89.0	89.0	91.0	2.0	43,580	2	.08	34.86
6	do.....	do.....	do.....	C. C. 898 ..	200	89.8	89.8	91.4	1.6	43,628	2	.08	34.90
6	do.....	do.....	do.....	B. 920.....	800	89.8	89.8	90.8	1.0	174,934	1	.04	69.96
6	do.....	do.....	do.....	M. 874.....	300	89.4	89.4	90.8	1.4	65,733	1	.04	26.29
6	do.....	do.....	do.....	B. 887.....	500	89.5	89.5	91.5	2.	108,847	2	.08	87.07
6	do.....	do.....	do.....	M. 874.....	200	90.0	90.0	91.6	1.6	43,885	2	.08	35.10
6	do.....	do.....	do.....	a 3a 35.....	300	89.9	89.9	91.3	1.4	65,809	2	.08	52.64
6	do.....	do.....	do.....	3 V. 32.....	500	90.0	90.0	91.6	1.6	109,678	2	.08	87.74
6	do.....	do.....	do.....	D. P. W. 58.....	1,000	89.3	89.3	91.0	1.7	216,556	1	.04	86.62
6	do.....	do.....	do.....	0 No. 109.....	157	89.5	89.5	90.8	1.3	34,266	1	.04	12.50
6	do.....	do.....	do.....	do.....	134	89.6	89.6	90.8	1.2	29,351	1	.04	11.74
6	do.....	do.....	do.....	do.....	100	90.0	90.0	90.8	.8	21,872	1	.04	8.74
Apr. 7	Cienfuegos.....	Mosle Bros	M. Gibbs	St. Lucia.....	3,720	94.4	94.4	90.7	2.6	1,276,101	2	.08	1,020.88
Net loss to the revenue													10,782.20

* Hogsheads.

† Bags.

‡ Tierces.

Another case (Exhibit 212).

On May 17, 1887, Mosle Bros., of New York, imported from Neuevitas, Cuba (ex *James A. Borland*), a cargo of high-grade centrifugal sugar (invoice number 10223), consisting as follows:

No. of bags.	Mark.	U. S. test in appr'mt.	Settling test.		Loss to revenue.
		Degrees.	Degrees.	Pounds.	
1,423	Congresso	96.0	96.1	456,330	\$182.53
3,266	Lenado	95.7	96.1	1,046,813	418.24
1,187	Canadad	94.0	96.1	362,044	434.45
				1,865,187	1,035.22

This cargo was sampled by United States Sampler I. W. Cole, May 24, 1887, in the presence of and during conversation with Sugar Broker J. A. Dreyfous, who represented the importers, and the work was done on the premises of the North River Sugar Refining Company, to which company Mosle Bros. were selling the cargo.

Dreyfous was endeavoring to secure as low tests as possible. The samples were tested in the United States laboratory May 25, 1887, with the following results:

Congresso, 1,423 bags, 95.0, 96.0 (both tests exactly the same).

Lenado, 3,266 bags, 95.7, 96.0, 96.5, 96.8 (difference between the lowest and the highest tests was 1.1 degrees, and strange as it may seem, the lowest test, *i. e.*, 95.7 was the test taken as basis for classification).

Canidad, 1,187 bags, 94.0, 94.0 (again in exact agreement).

On May 27, 1887, two days after classification or appraisement had been determined, Broker Dreyfous wrote a request for a retest of the Lenado mark.

NEW YORK, May 27, 1887.

To the APPRAISER,

(*Mr. T. S. Tice, Assistant Appraiser :*)

SIR: Please order a retest of the retained samples of "Lenado," 3,266 bags of sugar, *J. A. Borland*, as it is higher than our test.

And oblige,

MOSLE BROS.,
Per J. A. DREYFOUS.

(It will be noticed that Broker Dreyfous asked for a retest of the mark containing the largest number of packages, with the hope to reduce the test from 95.7, which pays duty at 96, to a test that would pay duty at 95 degrees.)

On May 28, 1887, a retest was made, in compliance with his request, resulting as follows:

"Lenado (retest), 96.0, 96.30, 96.0, and 95.6;" thus the test for classification as per retest granted was 96.0, which did not lower the rate of duty to be paid, as the broker expected; thereupon he certifies his willingness to accept the original test, 95.7, and so the mark was classified.

The question pertinent here is, which test, 95.7 the original, or 96.0 the retest, should be noted upon the invoice as the test in classification. In this instance they both happen to pay the same rate of duty, but the custom I found in vogue at the appraiser's store would have permitted the broker to accept the original test had the retest advanced the rate of duty.

I endeavored to obtain a resample of the cargo, being satisfied the classification was much below the commercial tests, but upon reaching the refinery, it was ascertained that the sugar had been melted up and the fraud in the transaction concealed.

Another remarkable feature in connection with this cargo is that the classification of this cargo was not publicly posted till June 3, 1887, nine days after classification had originally been made, six days after the retest had been made, and three days after the sugar had been entirely consumed, United States samples and all.

It is curious to note how many articles in the Treasury regulations (S. S. 5725 and amendments) in the instance above cited were openly violated.

It will be noted that no application was made by the importer or his broker, Dreyfous, for a resample.

It is pertinent to inquire, why was the classification suppressed by failure to pub-

licely post it for nine days? There was but one answer to this query and it is, that opportunity might be had by the broker to cause manipulation of the test and secure a lowering of the classification for duty.

The suppression of the "publicly posted" classification of such well known high-grade brands as Congresso, Lenado and Candad—centrifugal sugars—was particularly needful in the broker's interest, for had the low classifications been made public at the time required by regulation, attention might have been called to the importation, a resample ordered in the interests of the Government, and the nicely-laid plans of the broker frustrated.

The above is only a sample case, but it evidences the truckling of the appraising officers at the port of New York toward the astute sugar brokers, and in their united efforts the rate of duty on sugar is minimized to the extent of perpetration of fraud upon the customs revenue, for changes are made in the classifications even after the same have been publicly posted, when no resample has been made which might warrant such change. The changes made as a result of retest at the brokers' requests, the dropping of three-tenths to five-tenths of a degree, lowering the duty $\frac{4}{100}$ to $\frac{13}{100}$ cent per pound, are fully set forth as current practices at the port of New York (see Exhibit 213). In same importations of Muscovado sugar it is a trick on the part of the shipper (well understood by the importer) to include a certain quantity of high grade centrifugal sugar, hoping that it may not be discovered by the sampling officers, and thus secure a low appraisement on a high-grade sugar (see Exhibit 114).

This case is the cargo *ex Hilda*, by Jas. Lell & Co., April 30, 1887, 676 hogsheads, 101 tierces, 1,140 bags, 150 barrels of Muscovado sugar from Trinidad. The cargo was held at the Delaware Breakwater for orders and happened to be bought by the Boston Sugar Refining Company. The appraising officers sampled every mark carefully and discovered that $\frac{1}{T}$ mark of 700 bags was centrifugal sugar, weighing 173,002 pounds and was classified for duty at 2.16 cents per pound. The balance of the sugar was of much lower grade.

COASTWISE SUGAR TO BOSTON ENTERED DUTY PAID IN NEW YORK, THEN RESHIPPED.

In order to take advantage of the lower classifications of sugars made at New York, importers at Boston order their vessels to enter at New York; thus the shipping interest of the former port is diverted at the expense of the latter.

In order to clearly set forth the extent to which this diversion of trade has been carried, so far as the imports of sugar are concerned, I have carefully tabulated the imports of sugar ordered by Boston importers to be entered at New York, thence re-shipped to Boston coastwise via the Metropolitan Steam-ship Line and the New York and New England Railroad Company; the date I obtained from the ships' manifests, and the railroad company's way bills, and can be relied upon as correct.

Even after paying the coastwise freight charges and other expenses incident to the landing, rehandling, and placing the sugar in warehouse, Boston importers inform me that by reason of the more advantageous classifications for duty made at New York than at Boston they are able to save money by the practice.

From January 1, 1881, to January 1, 1887.

Year.	Hogsheads.	Tierces.	Mats.	Bags.	Boxes.	Weight.	Rate of freight.
						<i>Pounds.</i>	
1881	2, 229	234	36, 669	8, 277	75	16, 997, 988	8 cents per 100 pounds.
1882	8, 894	349	.....	6, 796	40	17, 893, 381	7 cents per 100 pounds.
1883	7, 946	164	8, 537	8, 126	109	17, 826, 790	Do.
1884	10, 222	369	.....	31, 273	76	27, 006, 894	Do.
1885	4, 937	209	.....	5, 647	189	10, 032, 458	Do.
1886	2, 779	243	.....	61, 579	21	62, 051, 248	Do.
Via New York and New England Railroad						151, 790, 759 1, 344, 000	Average rate 7 cents.
Total						153, 134, 759	

The freight on the above cost the importers \$107,194.33.

The Boston importers claim that they secure classifications in New York 2 degrees to 3 degrees lower than the sugars would be classified at Boston. Taking the minimum, or $\frac{8}{100}$ cent per pound as basis, the net loss to the revenue in the transaction is \$122,507.80.

FRACTIONAL TESTS OF SUGAR IN APPRAISEMENTS AT NEW YORK, PHILADELPHIA, AND BOSTON.

[Fractional tests exhibits—Boston, in "blotter 27;" New York in "blotter 28," and Philadelphia in "Boston" blotter, last pages and marked "29."]

These exhibits have been very carefully compiled in two periods. The first covers from June 1, 1883, to May, 1885, and the data was taken from the invoices and entries upon the basis of which liquidations were computed. The second period, viz, from May, 1885, to January 1, 1887, was made up from the tests noted as basis for classifications on the exchange sheets of classifications made at New York and Philadelphia, but the Boston data was taken from the invoice record. The latter is strictly correct; the former admit of many errors. The tables covering this last-named period are contained in the Boston blotter of fractional tests and marked "27."

As previously stated in my report, it has been the custom of the New York appraising officers to drop and ignore, and, by reason of retests granted to sugar brokers, secure the abrogation of the fractional parts of degrees, when by so doing the duty would be lowered. In this category Philadelphia is included.

The fractional tests of degrees, noted in the tests taken as basis for classification, evidence the scrupulous care or the indifference manifested in the work of the polariscopists at the three ports. If it shall appear that the persistent dropping of the small fractional parts of degrees rules in New York and Philadelphia, then as a sequence the number of marks testing on the even degree represented this, *i. e.*, 95.0°, 96.0°, 97.0°, for instance, should be increased at these ports. This being proven, the inevitable consequence is that the revenue suffers to the extent of the fractional parts of degrees dropped. Inasmuch as each fraction of a degree above the integral throws the duty up $\frac{1}{100}$ cent per pound, for instance, if the test be 95.2 the duty is assessed at 96°.

In order that the comparison of tests and fractional parts thereof might be equitably noted, I have taken the tests of sugar of the same kinds and qualities, from the same ports of original shipment, coming either in hogsheads or bags, weights figured and average tests computed, based upon the total imports during the period named. It is a well-established fact that certain centrifugal and "beet firsts" sugars, highest grades, run very even, and the actual test to the smallest fraction of a degree is recognized by the trade as essential in the buying and selling of the sugar.

Equally so should the same apply in the appraisement of sugars for duty by the customs officers. In the trade, as previously stated, centrifugal sugars are sold on the basis of $\frac{1}{10}$ cent per pound for each degree the sugars may test above or below the guaranteed test.

One degree for duty represents $\frac{160}{4000}$ cent per pound; one degree in trade represents $\frac{250}{4000}$ cent per pound. One-tenth of a degree for duty represents $\frac{16}{4000}$ cent per pound, and one-tenth of a degree for trade represents $\frac{25}{4000}$ cent per pound.

Naturally enough the interests of the trade require the broker to secure, by any means, the dropping of fractional parts of degrees when their retention in classification would throw the duty up a full degree, equal to $\frac{1}{100}$ cent per pound.

A careful scrutiny of the fractional test tables, transmitted herewith, exhibits in blotters 27 and 28, will prove of interest, for they demonstrate the use made of the fractional parts of degrees too lightly treated at New York and Philadelphia.

In order to briefly and concisely set forth the facts in the testing of sugar for duty at the three ports, I have prepared a recapitulation and per cent. summary annexed, which is instructive, for it shows the per cent. of fractional parts of degrees retained and noted as basis for classification at the three ports on all sugars imported there.

RECAPITULATION PER CENT. SUMMARY OF FRACTIONAL TESTS OF SUGAR POLARIZED FOR DUTY AT PORTS OF NEW YORK, BOSTON, AND PHILADELPHIA.

TABLE 1.—Taken from actual tests noted on the invoices at above ports from June 1, 1883, to May 1, 1885.

Place.	Quantity.	Even degrees.	One-tenth.	Two-tenths.	Three-tenths.	Four-tenths.	Five-tenths.	Six-tenths.	Seven-tenths.	Eight-tenths.	Nine-tenths.
	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>
New York	24,336	28.27	0.73	4	11	7.89	11.45	7.63	11.26	11.23	6.78
Philadelphia	3,229	31.77	0.6	1.83	4.11	7.86	16.47	7.74	12.35	13.65	6.90
Boston	6,452	15.08	3.45	11.11	11	10.69	12.36	11.43	8.66	10.47	8

TABLE 2.—*Fractional tests taken from the tabulated classification sheets May 1, 1885, to January 1, 1887.*

Place	Quantity.	Even degrees.	One-tenth.	Two-tenths.	Three-tenths.	Four-tenths.	Five-tenths.	Six-tenths.	Seven-tenths.	Eight-tenths.	Nine-tenths.
	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>	<i>P. ct.</i>
New York	21,397	35.38	0.4	0.25	11.84	5.91	11.63	5.64	14	9.71	5.35
Philadelphia	2,496	31.77	0.16	1.88	5.56	5.90	17.66	7.41	10.02	10.73	3.92
Boston	3,535	15.08	2	4.35	10.86	13.29	13.12	14.44	7.49	11.62	6

In table 1 will be noticed the large number of even degrees in New York and Philadelphia compared with Boston. Also the very small number of one-tenth and two-tenths of degrees under the same comparison. The favorite fractions in New York are three-tenths, five-tenths, seven-tenths, and eight-tenths, all showing in the table 11 per cent. At Philadelphia the favorite fractions are five-tenths, seven-tenths, and eight-tenths of degrees. The very small per cent. of tests averaging one-tenth and two-tenths in New York and Philadelphia is noteworthy, compared with the Boston result.

As stated elsewhere in the report the classifications made and reported on the "tabulated classification sheets" have been so frequently altered in the removal of the small fraction of degrees, viz, one-tenth, two-tenths and three-tenths, that I have prepared table 2 to show how this is proven, and how the duty is affected thereby. As stated, table 2 is made up, so far as it relates to New York and Philadelphia, from the "tabular classification sheets."

Now, by comparing the results with those given in table 1, taken from the invoices, the dropping of one-tenth and two-tenths is clearly shown at New York and Philadelphia, as is also the consequent increase of the number of tests noted on the even degree "0."

Table 2 shows of even degrees 35 per cent. $\frac{10}{100} \frac{2}{10} \frac{4}{10}$ per cent.

Table 1 shows of even degrees $\frac{28}{100} \frac{3}{100} \frac{4}{100} \frac{7}{100}$ per cent.

Excess and decrease $\frac{7}{100} \frac{69}{100} \frac{3}{10} \frac{2}{2}$

Thus the dropping of one-tenth, two-tenths, and four-tenths to the extent of nearly 6 per cent. almost accounts for the 7 per cent. increase in the even degrees.

Sufficient six-tenths and eight-tenths are dropped to three-tenths so as to make good and maintain the 11 per cent. noted in each table, namely, 1 and 2.

From these tables it appears that the Boston tests and their correctness is indisputable. On the even degrees it is about 50 per cent. less than New York and more than 50 per cent. less than Philadelphia, while the Boston increase in tests giving one-tenth, two-tenths, and four-tenths is quite as pronounced. Further instructive deductions can be drawn from these "fractional test tables."

HIGH-GRADE CENTRIFUGAL SUGARS—AVERAGE TEST FOR DUTY COMPARED—NEW YORK, PHILADELPHIA, AND BOSTON.

The ports of Cardenas, Cienfuegos, Caibarien, Guantanamo, and Matanzas, in the West India Islands, sent to the United States the very highest grades of sugar, the tests of which in the trade do not vary but a slight extent, viz, to the smallest fractional part of a degree on the standard brands or "marks."

In order to show how these sugars are passed at these ports by way of comparison and the tests for duty made upon the same, also the test and rate of duty assessed on the sugars from the above-named ports imported by Havemeyer & Elder at the port of New York and classified there, I submit the annexed table. which is self-explanatory:

Grand average test for duty of high grade centrifugal sugars imported at Boston, New York, and Philadelphia, and by Havemeyer & Elder, at New York, compared.

Ports.	During 1883, 1884, to May, 1885.						1884 to 1885.			
	Test of hogsheads.			Test of bags.			Boston.		Havemeyer & Elder.	
	Boston.	New York.	Phila- delphia.	Boston.	New York.	Phila- delphia.	Hogs- heads.	Bags.	Hogs- heads.	Bags.
Cardenas	96	95	94	96	96	96	96	96	95	.....
Cienfuegos	96	95	96	96	95	95	96	96	95	96
Caibarien	96	95	93	96	96	97	96	96	95	97
Guantanamo	95	94	95	96	96	96	95	96	.....	96
Matanzas	96	95	95	97	97	96	96	97	95	97

Ports.		Taken from actual liquidation.				
		Pounds.	Degree.	Rate (cent per pound).	Loss in duty compared with Boston.	Havemeyer & Elder, credited by excess over Boston.
Cardenas	hhds..	33, 755, 900	1	$\frac{4}{100}$	\$13, 402. 36	.....
Cienfuegos	hhds..	3, 512, 300	1	.....	1, 404. 92	.....
	bags..	2, 774, 800	.....	.....	.....	.....
Caibarien	hhds..	8, 889, 250	1	.....	3, 555. 74	.....
	bags..	544, 400	1	.....	.....	\$217. 76
Guantanamo	bags..	2, 060, 000	.....	.....	.....	.....
Matanzas	hhds..	8, 416, 500	.....	.....	6, 733. 20	.....
	bags..	2, 840, 800	.....	.....	.....	.....
		62, 793, 950	.....	.....	25, 096. 22	217. 76
Less excess .....		.....	.....	.....	217. 76	.....
Total loss to revenue .....		.....	.....	.....	24, 878. 46	.....

NOTE.—Representing loss to revenue on sugars from above-named ports and imported by Havemeyer & Elder, on rates compared with classifications on same sugars entered at Boston.

On the centrifugal sugars from Cardenas, Boston classifies it one degree, or $\frac{4}{100}$ cent per pound, higher than New York, and two degrees, or $\frac{8}{100}$ cent per pound, higher than Philadelphia.

On centrifugal sugar from Cienfuegos, Boston classifies it one degree, $\frac{4}{100}$ cent per pound, higher than New York, and the same as Philadelphia.

On Caibarien centrifugal sugar, Boston classifies it at one degree, or $\frac{4}{100}$ cent per pound, higher than New York, and three degrees, or $\frac{12}{100}$ cent per pound, higher than Philadelphia.

On Guantanamo centrifugal sugar, Boston classifies one degree, or $\frac{4}{100}$ cent per pound, higher than New York, and the same as Philadelphia.

On Matanzas centrifugal sugar, Boston classifies one degree higher than New York and Philadelphia.

The above relates to those sugars which come in hogsheads. Of the same sugars from the ports (above named) in the same period embraced almost complete uniformity exists in the tests for duty at three ports, New York, Philadelphia, and Boston.

The only exception being that on the bag centrifugal sugars from Cienfuegos, Boston is one degree, or $\frac{4}{100}$ cent per pound, higher than New York and Philadelphia, and on bag sugars from Matanzas Boston and New York agree in being one degree higher than Philadelphia, while the latter port is higher by one degree, or $\frac{4}{100}$ cent per pound, on bag centrifugal sugars from Caibarien.

By comparing the centrifugal sugars in hogsheads from these ports, imported by Havemeyer & Elder, at New York, and those entered at Boston during the same period, the following is shown:

On centrifugal sugars in hogsheads from Cardenas, Boston is one degree, $\frac{4}{100}$ cent per pound, higher than the liquidated rate of Havemeyer & Elder's sugars.

On centrifugal sugars in hogsheads from Cienfuegos, Caibarien, and Mantanzas, Boston is one degree, or $\frac{4}{100}$ cent per pound, higher than the liquidated rate of the same sugars imported by the above-named firm.

On centrifugal sugars in bags, Havemeyer & Elder's sugars were classified and

paid duty one degree, or $\frac{4}{100}$ cents per pound, higher than Boston, but the lot was very small, viz, 544,400 pounds.

As a result, taking the grand average rate of duty assessed in Boston and that upon which Havemeyer & Elder's sugars of the same specific kinds and from the same ports of original shipment were passed, the net loss to the revenue by the underclassification of these sugars in bags and hogsheads was \$24,878.56.

In a previously given table, on page 16, showing the imports of the firm of Havemeyer & Elder, as compared with the imports of sugars from the same ports of original shipment and of the same specific kinds, entered duty paid by all other importers at the port of New York, it must be borne in mind that muscovado sugars from the above-named ports were included. In these last tables (1 and I), on same page, I have dealt only with centrifugals of high grade, which vary slightly in trade dealings.

The sworn evidence of officers and employes of the sugar division, New York, show that the firm of Havemeyer & Elder import the highest grades of sugar entered at New York. Why, then, should they be classified for duty lower? The explanation is found in the results obtained by reason of the skillful manipulations of their broker, James Burt.

AVERAGE SHRINKAGE ON SUGAR CARGOES ALLOWED IN THE TRADE.

Steam cargoes of sugar from the south side of Cuba to New York and Boston; voyage eight days; loss in weight 1 per cent. minimum, $2\frac{1}{2}$ per cent. maximum.

Centrifugal show little or no shrinkage.

	Per cent.
Porto Rico, by sail	5 $\frac{1}{2}$
Philippine Island sugars (Cebu, Iloilo, Manilla)	3
By sail from south side of Cuba	5
By sail from north side of Cuba	4
West India sugars	1 to 2
Porto Rico sugars	3 to 4
English and French W. I. I	1 to 2
Brazil sugars	5 to 8
Beet sugars	$\frac{1}{2}$

Terms applied to imported sugars.

New York.	Philadelphia.	Boston.	Classed in statistical tabulations.
Usine	Usine	Usine	Centrifugal.
Crystals	Centrif. crystals	Crystals	Do.
Centrif. Muscovado	Bass. crystals .....	.....	Do.
Vacuum pan	Vacuum pan	Vacuum pan	Do.
Jet 1st and jet 2nd	Jet 1st and jet 2nd	Jet 1st and jet 2nd	Do.
.....	Turbine .....	.....	Do.
Clayed	Clayed	Clayed	Muscovado.
.....	Mol. vacuum pan .....	.....	Do.
Brown .....	.....	Brown	Do.
Centrif. molasses	Molasses centrif	Molasses centrif	Molasses.
Sirup sugar .....	.....	.....	Muscovado
Spanilla .....	.....	.....	Do.
Concrete	Concrete	Concrete	Do.
Nazareth .....	.....	.....	Do.
Taal	Taal .....	.....	Superior manilla.
Manilla, superior	Manilla, sup'r	Manilla, sup'r	Do.
Manilla, extra	Manilla, extra	Manilla, extra	Extra superior manilla.
Java sirup sugar .....	.....	.....	Muscovado.
Jaggery	Jaggery	Jaggery	Jaggery.
Beets, 1st run	Beets, 1st run	Beets, I	Beets, firsts.
Beets, 2nd run	Beets, 2nd run	Beets, II	Beets, seconds.
Beets, 1st and 2nd product	Beets, 1st and 2nd product	Beets, I and II	Beets, firsts and seconds.
Iloilo, 1, 2, and 3	Iloilo, 1, 2, and 3	Iloilo, 1, 2, and 3	Iloilo, 1, 2, and 3.
Cebus, 1 and 2	Cebus, 1 and 2	Cebu. 1 and 2	Cebu. one and two.

Range of trade tests by polariscope of various sugars, "guaranty tests."

Description.	General range.	Description.	General range.
	<i>Degrees.</i>		<i>Degrees.</i>
Centrifugal:		Java, No. 2	85 to 93
No. 1, 92° to 96°	91 to 98	Manilla, extra superior	86 to 88
No. 2, 91° to 95°		Manilla, superior	79 to 83
No. 3, 84° to 92°		Pernambuca	85 to 90
Cuba Muscovado:		Other Brazils	79 to 85
Inferior	80 to 82	Iloilo ($\frac{1}{2}$), No. 1	86 to 89
Common to fair	86 to 90	Iloilo ($\frac{2}{3}$), No. 2	84 to 86
Good to prime refining	90 to 93	Iloilo ($\frac{3}{4}$), No. 3	79 to 82
Cuba, Porto Rico, and other West India islands	87 to 92	Cebu ($\frac{1}{2}$), No. 1	83 to 86
Molasses sugars	78 to 93	Cebu ($\frac{2}{3}$), No. 2	79 to 82
Formosa	75 to 90	Beets, firsts	92 to 97
Java, No. 1	96 to 98	Beets, seconds	84 to 91

Average tare.

	New York.	Boston.	Philadelphia.
	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>
Hogsheads	209.788	219.92	210.597
Tierces	170.168	163.41	164.036
Barrels	26.700	25.66	28.561
Casks	140		
Bags	4.895	2.52	4.217
Ceroons	10.004	6.65	
Mats	1.181	2.50	2.935
Boxes	86.700		73.626
Baskets	16.024	3.39	

Average weight of packages, sugar included at New York.

	Pounds.		Pounds.
Iloilo:		Penang—Continued:	
Mats	62	Hogsheads	1,550
Bags	62	Casks	500
Cebu:		Tierces	1,000
Mats	80	West India Island sugar in bags	200
Bags	84	Beet bags	300
Singapore mats	45	Manilla	100
Penang:		Manilla mats	62
Mats	23	Ceroons	65
Baskets	333		

The tables given on the following page are self-explanatory, giving, as they do, accurate data relative to the refining industries of the ports of New York and Boston, and daily and annual melt of sugar.

Principal sugar-refining companies at the port of New York.

Company, organization, and capital.	Broker at custom-house.	Broker at appraiser's store.	Chemist.	Daily melt of raw sugar.
Havemeyer & Elder, 117 Wall street. (Fred'k C. Havemeyer, Thos. A. Havemeyer, Harry O. Havemeyer, Chas. H. Senff. Capital, \$1,000,000.)	Baron Wardina.	Jas. Burt.....	Grand, Sherer Bros., & Dr. Cassamajor.	<i>Pounds.</i> 2,000,000
Branch of above—Decastro & Domer, 117 Wall street (Henry O. Havemeyer, president; Andrew Barstow, secretary. Capital, \$1,500,000.)	do	do	do	1,000,000
Brooklyn Sugar Ref. Co., 98 Wall street. (Claus Doscher, president; Julius A. Starsburg, secretary; Henry Opperman, treasurer. Capital, \$600,000.)	F. W. Judge	J. A. Dreyfous..	Rigney	1,000,000
Mattheisson & Weichers, Jersey City. (F. O. Mattheisson, president; John Jergensen, secretary. Capital, \$400,000.)	W. W. Thomas ..	J. A. Dreyfous and D. Bahmubaug.	Neise, O. Krause, A. Weichert.	1,200,000
Havemeyer Sugar Ref. Co., 112 Wall street. (Hector C. Havemeyer, president; C. H. Reicke, secretary; J. E. Searles, jr., treasurer. Capital, \$1,000,000.)	.....	J. A. Dreyfous..	Dagenhardt, Grand, Sherer Bros., Weichert.	600,000
Dick & Mayer, 110 Wall street. (Wm. Dick, Cord Mayer. Capital, —.)	.....	do	Grand	600,000
North River Sugar Ref. Co. (Peter Motler, president; Cord. Motler, treasurer; Geo. H. Motler, secretary. Capital, \$350,000.)	.....	do	Harnish and others.	270,000
Fulton Sugar Ref. Co., B. H. Howells, Son & Co., 109 Wall street. (Oxward Sugar Co. Capital, —.)	.....	do	do	200,000
Motler, Siercke & Co., 90 Wall street. (Josh. Motler, John Motler, Peter Motler, Carsten Siercke, Carsten W. Siercke. Capital, —.)	T. H. Brown	J. A. Dreyfous, T. H. Brown.	.....	200,000
Decastro and Domer run in summer only 1,000,000 pounds; proportionate rate deducted..				7,070,000 500,000
Total daily melt.....	.....	.....	.....	6,570,000
Total yearly melt (full capacity).	.....	.....	.....	3,398,050,000

BOSTON.

Companies and organization.	Broker at custom-house.	Broker at appraiser's store.	Chemists.	Daily melt.
Standard Sugar Ref. Co., 24 Broad street. (J. B. Thomas, president and general agent. Capital, \$1,000,000.)			Stevens, Terry, Rathjeins, Dr. Potts.	<i>Pounds.</i> 750,000
Boston Sugar Ref. Co., 52 Central street. (Geo. H. Foster, president; A. Winsor, treasurer. Capital, \$750,000.)			Gen'l public chemists.	500,000
Revere Sugar Ref. Co., 33 Broad street. (Nash, Spalding & Co., general agents. Capital, \$750,000.)			do	400,000
Bay State Sugar Ref. Co., 27 Broad street. (E. T. Atkins, president; E. S. Turner, treasurer. Capital, \$350,000.)			do	350,000
Continental Sugar Ref. Co. (J. H. Cunningham, treasurer. Capital, \$300,000.)			do	300,000
Total daily melt.....				2,300,000
Total yearly melt (full capacity).				839,000,500

If the allegation is proven that sugar is classified at New York 2 degrees lower than is assessed on the same kinds at Boston, then the New York refiners save to themselves on their annual melt of 3,398,050,000 pounds, the net sum of \$2,718,440, and by the same reasoning the Boston refiners and importers have been compelled to pay into the revenue \$671,000 more than they would if sugars were passed at the same rate as are assessed in New York.

That the New York refiners have been enjoying an advantage to the extent of saving two and three quarter million dollars annually must stand substantiated by the evidence presented herewith.

That the Boston refiners have been paying only the proper duty on their sugars, by virtue of the enforcement of the regulations also stands proven.

The manner and methods by means of which New York importers have secured their advantages over importers at Boston and other ports, is fully elucidated in the foregoing of this report, clearly and, I trust, fairly stated. At all events I have presented the facts as obtained by me.

Relative to the value of the herewith transmitted "statistical tabulations," in the compilation of which many gross errors in previously rendered statistical reports have been discovered and corrected, especially at the port of New York: Great errors have crept into the monthly statements forwarded to the Department; in the future such errors will not be made. See Exhibit 300, being a table of errors and corrections, and report made by Chief Clerk H. K. Prince, of New York custom-house statistical division.

I desire to express my indebtedness to Mr. Prince, and in appreciation of his untiring efforts, in facilitating the irksome work incident to the preparation of these sugar statistics at his port, even in the face of more work than his division could take care of. This being special work, he gave it special attention. I can truthfully state that beyond question Mr. Prince is the most able statistician in the customs service, and is so generally considered.

The hearty co-operation of the clerk, Mr. Theo. Brophy, custom-house, New York (whom I placed in immediate charge of statisticians employed, and who was responsible to me for the correctness of the work done), it gives me pleasure to testify to, and I stand indebted to the honorable collector of the port of New York for detailing to assist me so able a man as Mr. Brophy has proven himself to be.

ARROGANCE OF CERTAIN OFFICERS AT NEW YORK.

I feel that I would be remiss did I fail to call attention to the manner and speech of certain customs officers with whom I was brought in contact, officially and otherwise. The arrogance of certain officers of the sugar division so impressed me, especially when I heard it stated so many times during my examination, that even the honorable Secretary did not dare to disturb certain sugar-appraising officers, that I felt bound to notice these remarks.

To Broker James Burt can be attributed much of the insubordination and presumption I found extant at the appraiser's store. Currency had been freely given to the statement that the "customs officers at New York run the Treasury Department."

The open defiance of the orders of the honorable Secretary, as the sworn evidence herewith submitted attests, I desire to call attention to, and especially to the conduct of Clerk Howard, Stenographer Bassett, Examiners Edward and John A. Sherer, W. C. Jacobs, James Dale, G. Landsman, S. F. Ball, and others. The evidence, coupled with the determined opposition of the witnesses in their efforts to cover up and withhold facts within their knowledge, as to irregularities and frauds, I would respectfully (assert?) is reprehensible to a degree.

The substitution of another special agent of the Treasury to the appraiser's store and the detail of Special Agent B. H. Hinds to the custom-house would, in my opinion, be a measure productive of good to the service.

EMPLOYMENT OF DETECTIVES TO WATCH DEPARTMENT'S ACCREDITED OFFICERS.

Perhaps no act on the part of Appraiser McMullen could be characterized as more discourteous and subversive of good order and administration, than the utilizing of watchers to keep him informed as to the movements of myself and such officers of the service as I held conference with. I am informed by Appraiser A. B. Stearns, of Boston, that Appraiser McMullen very impressively informed him that his conferences with me were known to him (Mr. McMullen) as soon as they occurred.

When I met Examiner W. D. Crumbie outside of the public store, early in this investigation, I knew full well that an officer of said public store was watching us, and as we walked down town he followed, and in due course the appraisers knew of all that had happened, and Mr. Crumbie, was taken to task for conferring with me.

As to the surveillance I was constantly under at the instance of the sugar ring, I was perfectly conscious of the same, but it troubled me little.

The honorable Secretary will recall that I informed him that a person had followed me to Washington, and that said person was, I thought, a Government officer.

I had been informed that \$100,000 would be used, if necessary, to defeat the object of my investigation. While I will not state that I was approached and offered inducement to cease in my work, I will state that the opportunity was given me to drop it, and that such discontinuance would enhance my worldly possession; of course the proffer was made in a most indirect manner.

Sufficient tangible evidence was gleaned by me to impress me with the fact that the most powerful efforts were being made, and would be made, to prejudice my findings, and defeat, if possible, the object of my investigation.

What caused the change in front of Examiners Baker and Crumbie, both knowing to existing frauds in sugar in New York? Why were their salaries so suddenly raised immediately after I entered upon my field of investigation? These questions can be answered by the light of the facts presented in the sworn evidence herewith transmitted.

ASSISTANCE RENDERED BY SPECIAL AGENT H. A. MOORE.

My acquaintance with this officer dates at the time he, with Special Agent Harden, was endeavoring to enforce customs regulations at the port of Boston during August and September of 1886, and was then only of the most casual character.

When I took up the matter of "investigating sugar" I called upon Special Agent Moore, with a view to obtain any facts he might be possessor of, but he had none to impart, and gave my inquiries no countenance, and would not, until I presented him with official authorization from the Department to confer with me upon matters appertaining to the customs service. I realized that the time might arrive when I would require the assistance of a special agent of the Department to assist me, and from information I obtained in New York I became conscious that should the contingency arise Mr. Moore would be the person to select to assist me, as he was known to be a fearless, honest, able, and straightforward officer; such a one only could assist me and take the chances of incurring the enmity of the sugar influence at New York. In this connection I refer to the statement of Special Agent Peck, previously noted.

June 17, 1887, at my solicitation the Department ordered Special Agent H. A. Moore to give me such occasional assistance as his duties would permit. In due course I received his very able assistance in conducting my official examination at the appraiser's store, New York, during July and August, 1887, and for his very helpful aid I desire to express my warmest thanks, and, at the same time, I would call the attention of the honorable Secretary to a most worthy, zealous, and exceedingly capable officer of the Department.

Relative to the enforcement of the sugar regulations at the port of Boston, I would state, that with a few minor exceptions they are vigorously and equitably administered. The posting of the classification sheets is not made at the custom-house, but in the office of the sugar examiner, Mr. George Keyes, and accessible to those who wish to consult them, freely and openly. The provisions of S. S. 4836 are taken advantage of at Boston, where I think the interests of the revenue would be better enhanced by the appraising officers making resamples as soon so the importer files his application for the same, and not allow thirty days to elapse, and thereby defeat the interest of the regulations (S. S. 5725).

At this port certain cargoes of Iloilo, Cebu, and Manilla sugars are sometimes not weighed and sampled, mark by mark, as the regulations prescribe that they shall be. In the estimation of damage allowance sufficient care is not exercised in the sampling of the marks in the damage piles, with a view to closely and accurately determine the proper proportion of damage which shall be applied to each mark.

In this regard certain practices in vogue in New York have been imitated in Boston, and I premise that only a change in the regulations can really correct the errors which exist.

The sugar examiner, George Keyes, is a tried and painstaking officer, of rare experience in sugar matters, and his duties are performed vigorously and equitably.

The samplers under Mr. Keyes are sturdy and reliable men, against whom no word of suspicion has been voiced, and their work under the constant supervision of Examiner Keyes is faithfully performed.

Examiner J. T. Leary, United States chemist, in charge of the sugar laboratory, is an officer of rare intelligence and acumen, skilled in chemistry, and exceedingly well informed as to general matters relating to his duties. Despite the efforts of some of the Boston sugar importers to compel Dr. Leary to be more liberal in his polariscopic determinations; in other words, to conform to the laboratory practices current at the port of New York, he had stood firm, and by him, in his department, the regulations relating to classification of sugar are strictly enforced.

As to the appraiser of the port, Mr. A. B. Stearns, it is hardly necessary for me to speak, as he is too well known at the Department to require even a word from me; but I must take this opportunity to thank Appraiser Stearns for the assistance he has

rendered me in performing my arduous task ; for he, with the honorable collector of the port, has encouraged and aided, so far as lay in their power, my work of investigation.

The statistical tabulation compiled at Boston, made under the supervision of Chief Clerk J. Howard Wiggin and Mr. Miller, of the liquidation division, speaks for itself. These officers have applied themselves early and late in furthering the work and with a view to secure accuracy. I desire to express my appreciation of their efforts and the very satisfactory results attained.

The statistics embrace—

Designation.	Subject-matter.	Port.
Package A	Details taken from invoices, entries, etc	New York.
Package B	do	Boston.
Package C	do	Philadelphia.
Package D	Sugar packages and actual tests monthly	New York.
Package E	Monthly average tests	Do.
Blotter F	Various kinds of sugar, by months, rates of duty paid, entered and liquidated weights, damage and shrinkages, computed monthly.	Do.
Blotter G	do	Boston.
Package H	do	Philadelphia.
Sheets I	Average polariscopic test table, monthly	Do.
Blotter K	Table of grand average polariscopic tests, three years, whole and fractional degree and per cent. of same.	New York.
Sheets L	Table of grand average polariscopic tests, June, 1883, to May, 1885.	Philadelphia.
Sheets M	Table of fractional degrees and per cent. of same	Do.
Blotters 278, 29	Number of packages, fractional degree tests, kinds, weights, percentages, etc.	Boston and Philadelphia.
Blotters 28	Showing marks, whole and fractional degrees, per cent., etc.	New York.
Blotters 30	Average polariscopic test tables, showing ports, number of packages, kind, and average tests ; (A) New York, from May 1, 1885, to December 31, 1886 ; (B) Philadelphia, from May 1, 1885, to December 31, 1886 ; (C) Boston, from June 1, 1883, to December 31, 1886.	Boston, New York, and Philadelphia.
Blotter of lumped cargoes.	Iloilo, Cebu, and Manilla cargoes, lumped, not laid out, sampled, and tested, mark by mark, showing loss to the revenue.	New York.
Paper blotter 8	Sugar brokers' requests for retests, resamples, and verifications, January, 1885, to July, 1887.	Do.
Plotter 2	Table C.—Showing date of entry, vessel, port, number and character of packages, dates sent to the laboratory, chemists' report, original retests and verifications, dates of same, weights per weighers' return, invoice tests, loss of duty, etc., of the imports of Havemeyer & Elder, from June 22, 1883, to June 23, 1887.	Do.
Do	Table D.—Comparison of appraiser's sheets of classification of sugars at New York. Invoice test, importer, date of entry, vessel, port, marks, liquidated weights, date of weighing, date sent to laboratory, chemist's report, tests noted on exchange classification sheets sent to Boston, errors in same, and loss to the revenue by altering classifications, from May to September, 1885, inclusive.	Do.
Sheet blotter 51	Table of grand-average tests, with kind of sugar credited to each port of original shipment, classified by countries ; in hogsheads and bags, entered and duty paid at New York, Boston, and Philadelphia, from June 1, 1883, to May 1, 1885, showing loss of duty therefrom.	New York, Boston, and Philadelphia.
Bound black blotter	Grand recapitulation, showing degrees, rate of duty, invoice, and liquidated weights, damage allowance, classification of sugars, kind by kind, duty paid, per cent. of damage, actual shrinkage, per cent. of difference between invoice and liquidated weights, and the difference between invoice and liquidated weights, average duty paid per pound on the various kinds of sugar entered, duty-paid, at New York, Boston, and Philadelphia, for three years ending May 31, 1884, 1885, and 1886.	Do.
Bound black blotter ; also in the report.	Grand recapitulation of sugars imported at New York, Boston, and Philadelphia, with corresponding loss to the revenue ; Boston compared with New York and Philadelphia, and net loss to the revenue by reason of lower rates ruling at the latter ports than at Boston ; also shows a comparison of New York and Philadelphia, with loss to revenue.	

Corrected tests.

[Made on invoices at New York as found. All other changes in classification irregular.]

Entry No.	Importer.	Vessel.	Date.	Quantity.	Dry tests.	Corrected tests.
27481	R. McD. Kirkland & Co.	Clyderdale.....	Mar., 1884	60 hhds	86.30	85.80
	T. O. Matthiessen & W. S. Co.	.....	Feb., 1884	.....	85.50	84.20
22219	do	H. A. Burnham	Feb. 15, 1884	165 hhds	86.90	86.07
39152	do	Queen	Mar., 1884	10,261 bags ..	85.20	84.80
37574	Grinnell, Minburn & Co.	J. N. Chadwick.	do	2,637 bags ..	85.10	(*)
	Havemeyer & Elder.....	Saratoga	July 16, 1884	249 hhds	93.30	93
	do	do	do	110 hhds	95.50	94.80
	do	B. L. Townsend.	July 19, 1884	62 hhds	88.20	87.90
1133	Thebaud Bros	Geo. W. Clyde ..	Jan., 1885	4 hhds	86.60	83
10758	T. O. Matthiessen & W. S. Co.	Polaria	do	398 bags	88	87.80
38559	Howland & Aspinwall...	Montrose	Mar., 1885	10 hhds	88	85.70
56773	Havemeyer Sugar Refining Company.	Ariel	May, 1885	398 bags	94	94.40
56773	do	do	do	40 bags	94.40	94
56666	Leaycraft & Co.....	Barranconta ...	do	2 hhds	89	83.50
65501	Havemeyer & Elder.....	Glenesta.....	May 19, 1885	100 hhds	89	88.70

* 9993, 85.50. 1638, 84.50

CUSTOM-HOUSE, *New York*, May 13, 1887.

Loss to the revenue on sugar imports at New York and Philadelphia, from June 1, 1883 to June 1, 1886, as shown by this investigation.

No.	Page.	Description.	City.	Amount.
1	176	By reason of lumped cargoes of Iloilo, Cebu, and Manila sugars underclassified.	New York....	\$27,500.09
2	275	By changing of tests after classification had been made; 111 erroneous sheets.	do	9,929.72
3	434	Underclassification of imports of Havemeyer & Elder on high-grade sugars.	do	31,045.84
4	467	On imports, classified lower than the trade valued them.....	do	10,782.20
5	{	By improper liquidations of damage allowance	Philadelphia..	2,620.58
	{	By improper liquidations of sweepings.....	do	3,245.09
6	(*)	A. By lower "average rate of duty per pound" on sugars, duty paid at New York, compared with rate on same sugar classified at Boston.	New York....	85,121.52 3,444,136.35
7	.....	B. By lower "average rate of duty per pound" on sugars, duty paid at Philadelphia, compared with rate on same sugar classified at Boston.	Philadelphia..	547,747.58

* Last page of report.

SUMMARY.

By direct loss in revenue on 1, 2, 3, 4, deducted from 6, makes net loss to revenue at New York	\$3,364,880.50
By direct loss in revenue on 5, deducted from 7, makes net loss to revenue at Philadelphia.....	541,881.91
Total loss for three years at New York and Philadelphia.....	3,906,752.41

In explanation of the loss in duty on sugars classified at New York and Philadelphia, as shown in the grand recapitulation table forming the last page of this report, I have to submit the following:

It will be seen by this grand recapitulation that during the three years covered by these statistics Boston paid a higher average rate of duty per pound on imported sugars than either New York or Philadelphia, thus making a total loss to the revenue at these two last-named ports, by reason of this lower classification, as follows:

Port.	Duty per pound paid at Boston in excess of rate paid at New York and Philadelphia.	Kind of sugar.	Amount of duty lost.
	<i>Cents.</i>		
New York.....	.05	Centrifugal.....	\$896,406.15
Philadelphia.....	.05	do.....	182,575.23
New York.....	.10	West India muscovados.....	1,222,649.62
Philadelphia.....	.09	do.....	212,629.65
New York.....	.08	Pernambuco muscovados.....	237,046.37
Philadelphia.....	.12	do.....	20,599.34
New York.....	.07	Muscovado from other ports.....	293,086.47
Philadelphia.....	.12	do.....	33,935.49
New York.....	.08	Molasses sugars.....	175,423.88
Philadelphia.....	.09	do.....	27,248.92
New York.....	.06	Iloilo No. 1.....	33,574.03
Philadelphia.....	.05	do.....	838.49
New York.....	.06	Iloilo No. 2.....	22,543.11
Philadelphia.....	.05	do.....	1,779.76
New York.....	.05	Iloilo No. 3.....	56,300.09
Philadelphia.....	.08	do.....	7,070.05
Philadelphia.....	.01	Beets (firsts).....	2,353.47
New York.....	.03	Beets (seconds).....	74,464.74
Philadelphia.....	.15	Manila (superiors).....	2,721.42
New York.....	.12	do.....	111,235.65
New York.....	.02	Manila (extra).....	13,490.92
Philadelphia.....	.12	do.....	3,944.12
New York.....	.10	Cebus No. 1.....	45,143.66
New York.....	.07	Cebus No. 2.....	31,552.23
New York.....	.32	Java, Formosa, and other ports.....	333,960.51
Philadelphia.....	.27	do.....	4,060.77
Total.....			4,046,634.14
Philadelphia credit on beets (seconds) * being .03 per cent. per pound excess of Boston.....			
			\$1,188.79
New York credit on above No. 13 D. S.,† .01 cent per pound excess of Boston..			
			144.69
			1,333.48
Total net loss to revenue for three years, i. e., from June, 1883, to June 1, 1886.....			4,045,300.66

* On "beets second," Philadelphia exceeds the Boston rate by .03 cent per pound, and the New York rate by .06 cent per pound, which I credit above.

† On sugars "above No. 13 D. S.," New York paid .01 cent per pound higher than Boston, but the "refined" sugars imported at New York were included with those above.

New York and Boston paid the same average rate of duty per pound on "beets firsts" for the three years.

It is apparent that a difference exists between the footings of this table and the "grand recapitulation table," which arises from the different methods of figuring averages in small fractions at these ports, and time would not allow further computation to equalize the variance.

If these computations are made the accounts will balance.

TREATMENT OF IMPORTED SUGAR FOR DUTY AT THE PORT OF PHILADELPHIA.

The length of time consumed in making my investigation at New York has prevented me from making as complete inquiry at the port of Philadelphia as I otherwise would have done.

To summarize briefly the results of my work at this port I would state that I found the appraising officers were granting the requests of importers and brokers for retest, as in New York, although Assistant Appraiser Hoffman was uncertain as to whether there was warrant of law or regulation for such action. In regard to this and other matters when questioned by me he said:

"I know of no law or Department regulation which authorizes the granting of retests on the requests of sugar brokers and importers; in fact it is my opinion they have no right to have such requests granted, but it has long been a custom at this port to grant such requests, and I suppose we fell into the practice.

"To my mind the clause in the regulations which permits of the acceptance in classification of the lower of two tests, not varying more than two-tenths of one degree, is the only paragraph which relates to retests. I have often talked of this matter with the appraiser. Brokers have asserted to me that they have received from

the Department authority to obtain retests when they were dissatisfied with the tests made for classification.

"I supposed that Dr. Dickeson, in charge of the laboratory, had sent to Yale College the standard quartz plate as ordered by the honorable Secretary of the Treasury. I am surprised to find that he admits he did not.

"If a retest increases the classification for duty the Government always gets the benefit therefrom. Sometimes requests for retest are made in writing, but they are generally verbally made. I suppose that all retests and classifications are noted on our test-book.

"Sample packages are often melted up before the forty-eight hours have elapsed in violation of the regulation.

"The regulation ordering the mailing of notices of classifications to importers has not been enforced.

"Messrs. F. and S. Field, Mr. Cabada, and Mr. Knights are the principal sugar brokers at this port; the latter attends to his own imports.

"Brokers, sometimes to substantiate their right to call for retests, show no certificates of the tests made by public chemists, which appear to be much lower than the Government classifications made by Dr. Dickeson. Classifications are not posted at the close of each business day.

"I suppose that the tests for classification noted in the test-book are the classifications of the sugars, but the importers claim the right to retests and verifications. Brokers invariably object to their classifications and demand retests.

"Sampling has been done in the rain, but always under cover. It was formerly done in places where moist steam was present to influence and lower the tests, but on my order the practice has been discontinued recently, as the tests for duty were apt to be lowered.

"I permit samplers to use sponges, which are wet once or twice during the day, not oftener.

"Refiners melt up United States stenciled samples as soon as our samplers have drawn samples from them.

"I would be very glad if the Department would make a ruling which would definitely settle the authority for granting retests on the request of importers and brokers.

"The test-book shows that low grade sugars are not tested in duplicate, but one test being made, and that is the test for classification."

The number of tests found by me on the test-book, noted on the even degree, *i. e.*, 94.0, 95.0, 96.0, etc., is exceedingly noteworthy.

Sugar Examiner C. J. Murphy said, in reply to my questions: "I have six samplers and six assistant samplers; they are all sworn officers; they sometimes bring the samples into the laboratory; I have warned samplers not to use their sponges too wet, as water lowers the tests of the sugars; I have been six months in charge of the sugar-room; prior to that time I was engaged on outside work.

"I do not allow samplers to draw samples which are placed in dark places, or on refiners' premises, I mean such places as where the light of a lantern would be necessary to discern marks, and see if the United States samples stencil had been put on the sample packages. Samplers draw their samples and resamples at the same time, thus enabling the refiners to melt up their sugars at will, and this they often do before the forty-eight hours required by regulation have elapsed. Merchant samplers do draw their samples before the United States samplers draw theirs; they bore large holes in the hogsheads, but I warned my samplers not to draw their samples from the same holes, which sometimes they find is in the center of the hogsheads just where the United States samples are to be taken from.

"I have sometimes found that when I ordered my samplers to draw a resample in the interest of the Government, they have found that the refiners have melted up the United States samples and resamples.

"I keep no retained samples in the sugar-room; all the samples, both "original" and retained, go to the laboratory and there remain until I send them back to the importers.

"It was formerly the custom at this port to permit the placing of sample packages within the refining premises, or, more particularly, in close proximity to the melting pan at the Harrison-Frazier Sugar Refining Company. This has been discontinued, as I considered the custom pernicious.

"The regulation requiring the use of red plugs is not strictly enforced. I estimate the value of sweepings—it is clearly a matter of judgment on my part—so much per 100 pounds.

"'Commercial damage,' as I understand it, relates to the covering of packages, not to the contents. No attempt is made to conceal from the polariscopist, Dr. Dickeson, whose sugars he tests. Clerk Baker writes up the invoices after the importer is satisfied with the test for classification.

"Telephonic communication is had with the most prominent sugar brokers and this building (United States appraiser's store). Messrs. Field, brokers, almost invariably

visit the store (public store) when they have sugars being tested for duty. Mr. Cabbada and Mr. Knights are also prominent importers and brokers, who daily visit the appraiser's store. These brokers usually see Assistant Appraiser Hoffman or Appraiser Baker, and to them they make their requests for retests, sometimes in writing.

"Refiners very often receive permission over the telephone to melt up certain marks of sugars, when they are satisfied with the test for classification. Others are held until the appraiser is satisfied, or until the importer's approval is certified by the broker.

"Classifications are not mailed to importers; the importers or brokers call for the notices of test. No retained sample hogshead sugar is retained at the appraiser's store.

"Samplers alternate on cargoes only. It may happen that a sampler may be at work at a certain refinery longer than a month.

"I have sometimes found upon examination of files of United States samples that the marks were piled up indiscriminately; that the piles of samples had been broken down, and gave evidence of having been hauled over, sampled, and otherwise displaced by merchants' samplers before our samplers reached them.

"Oftentimes the unloading of sugar is done at night, but I suppose the collector has given his consent. I have never ascertained whether such permission has been given. I am never guided by the permit, hence I take the invoice with me on the docks.

"Sugar is weighed on private scales, the property of refiners. Sometimes I answer the telephone when brokers ask permission to melt up certain marks of sugar. I suppose that brokers have the right under regulations to demand retests of damaged sugars. I always sample every damaged package.

"In estimating damage allowance, 1 per cent. is by no means equivalent to 1 degree by polariscope; the per cent. should be deducted from the weight. Refiners have built over the places where sampling has been done, so that it is very difficult to have the sampling done on premises other than refiners'. I do not allow sampling to be done in warehouse or on refiners' premises, neither will I permit lanterns to be used. These requirements are only of recent date; prior to that time sampling was done anywhere that the samplers could reach the sample packages."

June 22, 1887, Government Weigher John S. McDevitt stated:

"A new platform scale has been erected at the refinery of Harrison, Frazier & Co. The collector has given his sanction to the weighing of sugar on these scales."

"I allow my neighbors to take home their dock books, figure them up, and turn them in in the mornings; they must do this or they could not get through with their work. I have twenty assistant weighers.

"The weighing and sampling of sugars at the Harrison-Frazier Refining Company is done inside their premises. They have bought the property where sampling is done and roofed it over, and upstairs, overhead, is a bonded-warehouse, and the ground floor is not. The place where samples are drawn is practically a part of their premises. Sugars are piled on refinery property; they are in the care and custody of the refiner till sampled by the appraiser's officers. I see to it that the marks are assorted before the weighing is done."

The honorable collector of the port stated that he had given permission to weigh sugars on the private scales recently erected; that he believed the weighing was accurately done; that he had found great abuses had crept into the weighing of sugar and other goods and had discharged the weigher; that he found that entries were not properly reported in the statistics forwarded to the Department monthly and that the work had been so erroneously executed that he discharged the officer who had charge of that work; that he had endeavored to improve the service so far as the application of duties related to sugar imports, and was of the opinion that under his administration the Government was receiving more duty than had ever before been collected upon the same goods.

In prosecuting my statistical work at his port the honorable collector afforded me every facility.

August 11, 1887, William C. Dickeson, sugar chemist, United States laboratory appraiser's store, Philadelphia, stated that he was the chemist in charge; that he had obtained his knowledge of testing sugars at the Philadelphia College of Pharmacy, and entered the Government service without any previous knowledge of testing sugars other than that he had acquired at college.

I found that he had in use a quartz plate, the mounting of which was broken, and of marked value 50.90. He informed me that he had another plate valued 54.5, but that his standard plate was one marked 98.8; he said that not long since he read an order from the Secretary, ordering his standard plate to be sent to Yale College, but that he did not send it, sending instead one marked 54.5.

The only reason he could give for not sending his standard as ordered was that he could not spare it, although he admitted that all his plates were accurate, as Dr. Sherer, of New York, had tested his instrument in 1886, and had certified to the correctness of it, and the 50.90, the 54.5, and the 98.8 quartz plates.

Dr. Dickeson asserted that he had tested his instrument by all of the plates above named, and that by such tests he knows that his instrument is correct, and that the quartz plates are correct also.

He further stated that he usually tests sugar for classification by the 54.5 quartz plate, or after having adjusted his polariscope by it or the 50.9 plate, but when he tests sugars for comparative tests, sent him from New York and Boston, he adjusts his instrument with the 98.8 plate, as he considers this plate more correct, being his standard.

When I asked him why he made this distinction in the use of the plates he could give me no explanation:

I found that Dr. Dickeson keeps a record book in which he enters all of the marks, number of packages, name of importer, vessel, etc., in fact, complete copies of the data contained in the invoices which he has access to; therefore, he knows whose sugars he is testing; much of the above mentioned data is written on the labels pasted on the samples, and all the samples are of the various marks and left in the laboratory by the sugar examiner; this is the practice of the sugar examiner, Mr. Murphy; I saw several samples labeled, and marked as described in the laboratory.

Dr. Dickeson states that by inverting his sugar tubes containing his samples in solution, when placing them into the polariscope, that the reading of the test of the sample will vary from one-tenth to three-tenths of a degree, and that he could not account for this; he brought me all his tubes for inspection, and I found some of them so much worn that I advised him to discontinue their use.

He uses bone-black to clarify the solutions, but was of opinion that it did not affect the test. He said he had called Examiner Murphy's attention to certain very moist samples which had been sent to the laboratory for test. He stated that the natural inclination was to read too low, rather than too high.

I found that "serial numbers" were not used to designate the samples, but that extracts from the invoice are used instead. After he has tested the samples they remain in the laboratory, and if retests are called for by the broker or importer, he gets the importer's sugar referred to, guided by the information as to name, kind, marks, number of packages, vessel, etc., which is pasted upon the sample-jars—not cans—and upon the order of Examiner Murphy he makes the retests asked for.

I found that the damage allowance was being incorrectly figured by the liquidators at the custom-house; that they were estimating 1 per cent. of damage as equivalent to 1 degree by polariscope, a most nonsensical assumption, and that this irregular work was being done by Liquidators Reed and Charles Liddell, of the naval office and collector's office, respectively, and that this practice has crept into use since March 1, 1886. I was satisfied that by this improper method the revenue was being defrauded and the importer benefited.

I further discovered that in assessing the rate of duty to be applied to "sugar sweepings," more incorrect work was evidenced, for invariably the highest test of the sound sugar was applied to the sweepings, and as the allowance thus made was excessive, I was satisfied the proper duty was not being collected. The custom in New York is to take the test of the lowest mark in the cargo as basis to figure sweepings which are to be allowed and deducted.

In order to definitely ascertain the correctness of the work in liquidating sugar entries at Philadelphia in regard to "damage" and "sweepings." I requested the Department to authorize the detail of liquidation, D. L. Ruth, of New York, to assist me, and the Department so ordered, with results as below given.

Upon referring to the entries upon which "damage" and "sweepings" are noted, I find that these entries have been refigured by the weighers and that erasures and changes have been made. As the chief weigher, Mr. McDevitt, had informed me that all his returns were entered in black ink and that no other ink was used by him, I could not account for gross weights in black ink being crossed out and figures in red ink written over them, and that "tare" was usually noted in red ink. I could account for this by no other hypothesis than that the liquidators were altering the findings of the weighers, resulting in gross irregularity and entailing loss to the revenue from the erroneous importations made.

I instructed Liquidator D. L. Ruth to go carefully over every entry from January 1, 1886, to date and reliquidate those upon which "damage" and sweepings had been allowed. This he did, as his report will show. See package giving the detail of his work, marked B B, and his report Exhibit 501, a copy of which report I give:

CUSTOM-HOUSE,
Philadelphia, Pa., July 13, 1887.

SIR: In compliance with the letter of Collector D. Magone and in accordance with your instructions I have reliquidated the following entries, as shown on statement attached (see package D D), with results as noted.

In reliquidating the entries I have followed the practice of the New York office; that is, in estimating the amount of "damage" I have found the per cent. allowed

in pounds and deducted this amount from weight as returned by the weigher and classified by the appraiser.

All "sweepings" I have taken at the lowest rate returned on the entry; weight as given by the weigher on his return always taken. This is in accordance with an agreement between collector's office and naval office at the port of New York since June 1, 1883, and still in practice. Appraiser's returns taken as to numbers or marks in liquidation, unless an order appears on the entry to the contrary.

I find that all sugar entries are liquidated at the port of Philadelphia on the weight as found by the weigher, paying no attention to return as made by the appraiser as to the number of packages for each mark.

In this way a shortage has been allowed in a great many entries, without any proof appearing upon the entry or weigher's return that the goods were ever landed.

I also find in many instances that the weigher's returns have been changed, gross tare and net figures altered, and no check to show by whom made or for what reason.

The entries liquidated on the figures thus changed I do not find on any of the returns of the weigher, whether the tare returned is "actual" or "schedule."

I fail to find any authority for the allowance of damage or the assessing of duty on sweepings as now practiced at the port of Philadelphia. No damage being claimed by the importer on his "sweepings," why should the appraiser allow any, which he does, when in his return on invoice he states that 100 pounds of sweepings equal 50 pounds of sound sugar, etc.

I inclose a detailed statement (package B B) of the liquidation of each entry on which damage has been allowed; also all returns on which sweepings have been returned, showing the difference between the New York and Philadelphia manner of liquidating sugar entries.

The statement attached includes all the sugar entries found liquidated at port of Philadelphia "on which damage has been allowed or sweepings returned from January 1, 1886, up to date."

Very respectfully, yours,

D. L. RUTH,
Fifth Division, Custom-House, New York.

T. AUBREY BYRNE, Esq.,
New York City.

Additional report.

CUSTOM-HOUSE,
New York, August 13, 1887.

SIR: In explanation of the report I made to you (dated July 13, 1887), about the weighers' returns at the Philadelphia custom-house, you will remember that the chief weigher at that port (John J. McDevitt) told you in my presence that all of his returns were made out in black ink and no other kind of ink was used by him.

In going over the weighers' returns, in the reliquidation I made for you, I found many of the gross weights in black crossed out, a different weight in red ink placed above. The "tares" were oftener given in red ink than in black ink, the entry then liquidated upon the net weight thus found, by whose authority, or by whom these changes were made, nothing on the weigher's return shows.

It was for this reason I called your attention to it.

I also refer you to article 1462, customs regulations of 1884.

Yours, respectfully,

D. L. RUTH,
Second Division, Custom-House, New York.

T. AUBREY BYRNE,
New York City.

A careful review of the detail statement and computations made in the reliquidations by Mr. Ruth, as above specified, shows the following, which he terms "loss of duty." I will briefly recapitulate, *i. e.* :

Erroneous liquidation at Philadelphia.

1. By improper liquidations of entries on which "damage" was allowed, loss in duty.....	\$2,620.58
2. By improper liquidations of entries when "sweepings" were allowed at wrong rate.....	3,245.09
Loss in duty.....	5,865.67

In the opening pages of my reports will be found the charge of the customs officers and sugar merchants at Boston that sugars are classified for duty at from 2 to 3 degrees lower than the classified rates made upon the identical sugars imported duty paid at Boston.

I find that the daily melt of the Philadelphia sugar refineries is 600,000 pounds, and yearly melt of 219,000,000 in round figures.

Now, if the charges of the Boston officers are to be maintained, a shrinkage in duty of the sugar imports at Philadelphia (when comparison is made with the Boston rates of duty per pound) should be shown equivalent to the value in duty of two degrees per pound, or .08 cents per pound.

By applying .08 cents per pound to the annual melt of the Philadelphia refineries, the result, as shown, is \$175,200, and for the three years covered by my statistics the gross should be three times \$175,200 or \$525,600.

Upon comparing this amount with the net loss in duty on sugars duty paid at Philadelphia, as shown in the "grand recapitulation table" at the end of this report, it appears that almost perfect corroboration of the Boston charges is had; for, as per "grand recapitulation table," the net loss to the revenue on sugar imports wrongly classified, or classified at rates lower than the Boston rates, and covering the period of three years, viz: from June 1, 1883, to June 1, 1886, is \$548,652.40; an excess of but \$23,052.40 over the amount which should be shown as per annual melt by the Philadelphia refiners, provided they pay duty on their raw sugars at 2 degrees or .08 cents per pound lower rate than the Boston importers paid.

I hold, therefore, that the net loss to the revenue on sugar imports at Philadelphia for three years ending June 1, 1884, 1885, and 1886 was \$548,652.46.

I would respectfully direct attention to two cargoes of sugar of the same specific kinds, marks, etc., from the same plantation, which was shipped within ten days of each other. One cargo, that of the brig *Sparkling Water*, entered at Boston; the other, brig *John Ives*, entered at Philadelphia. Both were carefully sampled, tested, and classified for duty, resulting in lower rates being assessed on the Philadelphia cargo. The sugar was primarily offered for sale as one lot, but, as two purchasers bid for it, the marks were divided, and approximately half went to Boston and half to Philadelphia. I have secured the commercial or settling tests reached by buyers and sellers, which I place side by side with the tests taken as bases for classification, and show the loss in revenue sustained by reason of the lower classifications which rule at Philadelphia as compared with the Boston rates and duty paid.

Entered at Philadelphia.

[Brig *John T. Ives*. Cleared from Trinidad February 4, 1887; entered at Philadelphia March 2, 1887. E. F. Cabada & Co., importers.]

Marks.	Packages.	Custom-house tests.	Settling tests.	Difference.	Quantity.	Loss to the revenue.
		o	o	o	<i>Pounds.</i>	
Canamaha	369 hogsheads	87.5	88.8	1	571,950	\$228.78
Do.....	18 tierces	87.0	88.8	2	18,000	14.40
Guaimara.....	44 hogsheads	88.5	91.0	2	68,200	54.56
Magua.....	31 hogsheads	86.8	88.7	2	48,050	38.44
Do.....	4 tierces	86.8	88.7	2	1,000	3.20
Canamaha.....	18 tierces	87.0	88.8	2	18,000	14.40
A.....	370 bags.....	95.0	96.7	2	74,900	59.20
AC	330 bags.....	94.5	96.5	2	66,000	52.80
Total loss to revenue.....	.....	.....	.....	.....	.....	465.78

Entered at Boston.

[Brig *Sparkling Water*. Cleared from Trinidad February 12, 1887; entered at Boston March 5, 1887. C. O. Foster & Co., importers.]

Marks.	Packages.	Custom-house tests.	Settling tests.	Difference.	Quantity.	Loss to the revenue.
		°	°	°	<i>Pounds.</i>	
Canamaha	189 hogsheads	88.4	88.5	0	.....	.....
Magua	32 hogsheads	89.4	89.5	0	.....	.....
Guaimara	71 hogsheads	91.6	90.8	1	.....	.....
Canamaha	20 tierces	90.0	88.5	1	.....	.....
A	562 bags	96.7	97.0	0	.....	.....
AC	448 bags	94.8	94.9	0	.....	.....
Loss to revenue .....	.....	.....	.....	.....	.....	.....

On 71 hogsheads Guaimara C. H. tests in excess of settling tests, 1 degree on 110,050 pounds =
 Excess duty \$44.02
 On 20 hogsheads Canamaha, C. H. tests in excess of settling tests, 1 degree on 20,000 pounds =
 Excess duty 8.00
 Total excess of duty paid by importer over basis of settling tests without demur 52.02

Commercial settling tests compared.

[Cargo *ex J. T. Ives*, entered at Philadelphia. Cargo *Sparkling Water*, entered Boston. Settling tests by marks.]

Marks.	Philadel- phia.	Boston.	Difference if in duty considered.
	°	°	°
(1) Canamaha	88.8	88.5	0
(2) Magua	88.7	89.5	1
(3) Guanamard	91.0	90.8	0
(4) Canamaha	88.8	88.5	0
(5) A	96.7	97.0	0
(6) A C	96.5	94.9	2

The above reasonably shows that the two cargoes contained identically the same grades and mark of sugars hence the loss in duty charged to the customs officers at Philadelphia is accurately computed.

The above is only a sample case. I have others, but refrain from enumerating them at this time.

The charge of the Boston customs officers and merchants that Philadelphia is 2 degrees invariably and sometimes 3 degrees below the Boston rates, as per classification, viewed in the light of all the foregoing (especially by "table of grand recapitulation summary" on the last page of this report), stands reasonably proven.

The immoderate use of water in sponges in the hands of the United States samplers prevails, by reason of which, and in other manipulation of samples, the revenue is defrauded.

Not one-half of the fifty articles embraced in the regulations (S.S. 5725) are enforced, and this, too, done with clear deliberation. As Assistant Appraiser Hoffman stated, that he doubted the existence of law or authority for granting retests on the requests of brokers, and hoped the Department would make a ruling covering the points involved, I hope his desire in this connection may be fully and speedily granted.

That the chemist should be entirely familiar with all the details appertaining to the cargo and the marks represented by the samples he is testing, even to handling the invoices, is reprehensible to a degree, for he can then be brought within the pale of the ever-present broker's influence.

Dr. Dickeson the United States chemist, should, in my opinion, be superseded by a skilled graduated chemist, and the laboratory thoroughly overhauled, and the sugar-room removed to another part of the public store (it now adjoins the laboratory). New and absolutely correct quartz plates should be furnished.

In the absence of the results of the examination of the quartz plates made at my

request, not forwarded to me by the Department, I am unable to make further elucidation of the matter of quartz plates in connection with this port.

The plan of liquidating sugar entries on which "damage" and "sweepings" are allowed, should be quickly corrected. While I am not prepared to state that this erroneous plan of liquidating damages and sweepings is the result of collusion between the importers, brokers and the liquidating clerks Reed, and Liddell, still I opine sufficient suspicion attaches to the transaction to warrant the Department's action with a view to effect the recovery of the duties of which the revenue stands defrauded, viz, \$5,865.67.

The practice of allowing assistant weighers to take home their dock-books and figure up weights should be prohibited. A penalty should attach to the altering of the weights' returns. The allowing of weighing sugars on private scales, on refinery premises; the boring and sampling of United States samples by merchants' employés before the United States samples are drawn; the melting up of samples before the expiration of the time limit; the drawing of United States samples and re-samples at the same time; the use of water on sponges; the handling and removal of United States samples by refinery and brokers' employés, customs in practice at Philadelphia, should be immediately stopped by order of the Department.

To remedy the evils extant the new draft of regulations, previously alluded to, should be made. I will not take this occasion to outline the improvements which can be made in the service in connection with the treatment of imported sugars for duty, reserving an expression of the same when it shall please the honorable Secretary to express my views, deductions, and suggestions.

The brokerage firm of S. & F. Fields, of Philadelphia, practically stand to Philadelphia and the United States samplers at that port as Broker Dreyfous relates to the same officers at the port of New York, and their favor and influence should be most effectually curtailed for the better administration of customs duties on imported sugars at both of the ports named.

RECOMMENDATIONS AS TO THE PORT OF NEW YORK.

I have respectfully to submit the following recommendations:

(1) In order to fully utilize the statistics I have compiled relating to sugar imports, their treatment for duty, the rate at which specific kinds are passed at the three principal ports of entry in the United States; the results of polarization, and the fractional tests resulting from such work; the carefully-computed grand average tests as bases for classifications; the rate of duty per pound assessed upon each grade of imported sugar; the manner in which sugars are invoiced, entered, and liquidated; the make up of cargoes in marks, grades, and quantities; the per cent. of damage allowed, shrinkage, tear, etc.; also giving the standard values, by polariscopic tests of well-known grades or brands of sugars, as considered by the trade; the ports from whence low and high grade sugars come to the United States, and how distributed; the pounds accredited to each foreign port of original shipment, and the grand average tests of sugars from those ports, with the rate of duty collected on the same; the "commercial values" of all sugars imported, etc., suggest to me the advisability of continuing the tabulation of sugar statistics at the ports of New York, Boston, and Philadelphia, and the facts deduced by such tabulation would, in my opinion, be of decided assistance to the sugar-appraising officers at all the sugar-importing ports in the United States. At the same time the Department can be kept more fully informed as to sugar imports, and the proper duties collected upon the same than by the present "monthly statement" plan in vogue.

To effect this I would suggest the establishment of a permanent "sugar statistical bureau" at the ports of New York, Boston, and Philadelphia; one skilled statistician at each port can perform the work.

To do this work I would name Sugar Statistician M. Theodore Bropley for New York; Fred. W. Hentz, sugar statistician for Boston, and Anthony H. Durrell for Philadelphia, gentlemen of ability, who have assisted me in the compilation of the tabulation herewith submitted. For the first named I would suggest an annual compensation of \$1,800, and for the two last named \$1,400 per annum each.

(2) Inasmuch as the result of this investigation very conclusively shows that existing Treasury regulations (appertaining to the treatment for duty of imported sugar) are exceedingly faulty, permitting the most elastic interpretations, and even facilitating the most ruinous practices, and jeopardizing the proper collection of customs duties, I have to suggest a remedy, in the wholesome revision of said "sugar sampling, testing, and appraising regulations," with a view to correct the evils which now exist, and prevent recurrence of the same.

Under a revised draught of the regulations (above named) favoritism to certain importers, under a guise of official sanction, would be stopped and duties equitably distributed and administered to all the sugar-importing ports in the United States.

Any new draught of "sugar regulations" should, in my opinion, be submitted to representative sugar importers, at principal ports of the United States where they are entered in any considerable quantities, and harmony with intelligent purpose be continually borne in mind by those detailed to make said revision. The new draught should be made to prevent centralization of the sugar industry at the expense of merchants at minor ports of entry. Classification of sugar should be ordered made as the statutes contemplate and provide, and not as at present conducted.

Importers' representatives should be permitted to conduct their business and their interests be considered only in so far as the furtherance of such interests does not conflict with legitimate and equitable assessment and collection of the customs revenue. Sugar refiners should be treated in the same manner as other importers, and *vice versa*. The granting of "commercial allowance" "in damage" should be nullified, but I refrain from enumerating corrections which should be made in existing practices under present regulations.

If, however, it be the desire of the honorable Secretary, I will undertake the work of drafting a form of regulations, and submit the same to the Department at an early date. In the accomplishment of this work, I would require the services of a special agent of the Treasury, and the officer I would name to give me helpful assistance would be Special Agent H. A. Moore.

(3) I have respectfully to recommend the summary removal of the officers and employes of the customs service stationed at the port of New York enumerated below.

These men stand charged with dereliction of duty, false assumption of prerogatives, total disregard of Treasury regulations, open defiance of the expressed orders (verbal and written), of the honorable Secretary of the Treasury, hampering, with intent to defeat, the object of the investigation into sugar matters, with which they as appraising officers were concerned; submitting themselves, in their official acts, to compliance with the designs of scheming sugar brokers; pandering to representatives of the sugar trade. Their culpability in dishonest and ruinous practices, and acting in subservience to private interests and in disregard to public duties, have tended to debauch the service and endanger the revenue.

Some of these officers have been engaged in private commercial business, in violation of United States statutes and Treasury regulations, and should be vigorously dealt with.

In order that the effect to be gained by the removal of the officers and employes may be fruitful to the service and prove a warning to all customs officials, said removals should be, in my judgment, made in a summary and sweeping manner.

Removals.	Substitutes.
1. Edward Sherer, in charge of United States laboratory.....	Dr. Jessie Battershall.
2. John A. Sherer, damage sugar examiner.....	(Office should be abolished.)
3. Gottfreid Landsman, polariscopist.....	A skilled graduated chemist.
4. H. J. Abbott, polariscopist.....	Do.
5. Samuel F. Ball, polariscopist.....	Do.
6. Robert E. Bowne, supervising examiner.....	John S. McElwee.
7. Wm. D. Davis, supervising examiner.....	New appointee.
8. Wm. C. Jacobs, supervising examiner.....	Do.
9. Thos. D. Johnson, test-book clerk.....	Do.
10. Charles H. Trainer, clerk.....	George M. Anderson.
11. Philo Cole, sugar mixer.....	New appointee.
12. James S. Dale, messenger.....	Do.
13. Thos. G. McQuade, sampler.....	Do.
14. N. J. Flocken, sampler.....	Do.
15. Patrick Rahl, sampler.....	Do.
16. Adam G. Mundy, sampler.....	Do.
17. F. W. Howard, private secretary.....	Do.
18. Stephen W. Bassett, stenographer.....	Do.

I would respectfully and very earnestly recommend the re-instatement of Examiner J. S. McElwee, who has most thoroughly proven himself a reliable, diligent, and painstaking officer, of more than average ability, possessing a thorough knowledge of sugar and its polarization.

His appointment to the position now occupied by Mr. R. E. Bowne would, in my judgment, mark a new era in the application and thorough enforcement of customs laws and regulations pertaining to the treatment of imported sugars for duty at the port of New York.

The re-instatement of Mr. McElwee would conclusively demonstrate that the day of the supremacy of the New York "Sugar Ring" had passed.

Examiner William D. Crumbie should be required to confine his duties to the work

of his special department, under Dr. Baker, and not be permitted to classify sugar, either at New York or the port of New Haven, Conn.

Alfred Flowers should be re-instated to his clerkship in the laboratory, and act as substitute in polarizing sugar when press of work requires his assistance.

Examiner B. C. D. Foskett should be advanced to "assistant examiner in charge," under Examiner Remsen, in the "sugar-room."

Theo. G. Morse should exercise his duties as polariscopist, for which he is by training and experience amply qualified.

E. J. Chapman should not be permitted to test sugars by polariscope, but attend to the work incident to the division to which he is assigned.

It is the generally-expressed opinion of representative members of the sugar trade at the ports of New York, Boston, and Philadelphia, that the duty on imported sugars should be reduced to a specific rate of not to exceed one-half cent per pound on all grades. In this opinion I concur.

The many difficulties, such as obstruction, deliberate evasion, palpable equivocation, organized resistance, determined efforts to conceal the true facts, etc., which I have experienced at the hands of customs and appraising officers and employés, who should have co-operated with me in the prosecution of this investigation, has from first to last very materially tended toward delaying the completion of my work.

As it was the expressed desire of President Cleveland, made to me on February 16 last, and reiterated by yourself, Mr. Secretary, that I should prosecute the work undertaken with all vigor, and ascertain the true facts in the case regardless of whom might be found implicated, so I have endeavored to perform my duty, fearlessly, honestly, impartially, and with such dispatch as has been possible under the circumstances.

My work is not completed, but I refrain from going over this report with any view to its revision; therefore I ask your indulgence for any errors that may have crept into its composition by reason of my haste to conclude it and place it in your hands. I forward this report by Adams Express to-night, and will transmit the exhibits and statistical compilations by express to-morrow.

Respectfully submitted.

T. AUBREY BYRNE,
Special Treasury Officer.

Hon. CHARLES S. FAIRCHILD,
Secretary of the Treasury, Washington, D. C.

OFFICE OF SPECIAL AGENT TREASURY DEPARTMENT,
Boston, December 12, 1887.

SIR: I have respectfully to acknowledge receipt of your esteemed letter of the 3d instant, informing me of the receipt of my report, etc.

In looking over the sheets of "statistics" held by me I find that in my haste to get the papers into the book-binder's hands the last sheet of the "recapitulation," bound on the back cover of the report, was one which should not have gone, inasmuch as the "summary" was incomplete. I inclose herewith the correct "summary," so that if the inclosure is pasted over the summary on last sheet attached to report the tabulation will be correct.

Respectfully, yours,

T. AUBREY BYRNE.

Hon. CHARLES S. FAIRCHILD,
Secretary of the Treasury, Washington, D. C.

Grand recapitulation of sugars imported at New York, Boston, and Philadelphia from June 1, 1883, to June 1, 1886, taken from actual liquidations.

Character.	Port of import.	Percentage of—		Liquidated weights.	Per cent. of difference between invoice and liquidated weights.	Total duties paid.	Average duty per pound.	Loss to the revenue on Boston basis of classification.
		Damage.	Actual shrinkage.					
Centrifugal sugars.....	Boston, 1883 and 1884	.0008	.0136	200, 297, 874	.0144	\$4, 468, 720.30	2.23	.....
	Philadelphia, 1883 and 1884	.00001	.0138	110, 012, 319	.0138	2, 435, 253.96	2.19	\$44, 004.92
	New York, 1883 and 1884	.0002	.0115	633, 407, 217	.0118	13, 786, 925.15	2.18	†316, 703.60
	Boston, 1884 and 1885	.0008	.0141	101, 971, 650	.0149	2, 282, 735.67	2.24	.....
	Philadelphia, 1884 and 1885	.0002	.0217	125, 675, 171	.0219	2, 750, 996.54	2.18	*75, 405.10
	New York, 1884 and 1885	.0008	.0092	552, 324, 624	.0101	12, 135, 506.20	2.19	†276, 162.31
	Boston, 1885 and 1886	.0066	.0202	135, 890, 927	.0266	3, 069, 811.94	2.26	.....
	Philadelphia, 1885 and 1886	.0011	.0193	128, 462, 979	.0204	2, 813, 198.74	2.18	*102, 770.38
	New York, 1885 and 1886	.0011	.0047	607, 080, 478	.0058	13, 391, 037.14	2.22	†242, 832.19
	Boston, 1883 to 1886	.0026	.0158	438, 160, 451	.0183	9, 821, 267.91	2.24	.....
	Philadelphia, 1883 to 1886	.0005	.0184	365, 150, 469	.0189	7, 999, 449.24	2.19	*182, 575.23
	New York, 1883 to 1886	.0007	.0085	1, 792, 812, 319	.0092	39, 313, 468.49	2.19	†896, 406.15
	Boston, 1883 and 1884	.0002	.0585	201, 629, 463	.0587	3, 945, 241.71	1.96	.....
	Philadelphia, 1883 and 1884	.0001	.0580	86, 980, 483	.0581	1, 622, 623.13	1.86	*86, 980.48
	New York, 1883 and 1884	.0005	.0540	343, 544, 399	.0546	6, 380, 661.67	1.86	†343, 544.39
	Boston, 1884 and 1885	.0003	.0484	182, 115, 216	.0487	3, 560, 100.77	1.95	.....
	Philadelphia, 1884 and 1885	.0001	.0516	73, 779, 571	.0517	1, 390, 464.72	1.88	*51, 645.69
	New York, 1884 and 1885	.0002	.0295	451, 242, 207	.0297	8, 396, 904.32	1.85	†451, 242.20
	Boston, 1885 and 1886	.0006	.0621	132, 290, 977	.0627	2, 597, 581.72	1.96	.....
	Philadelphia, 1885 and 1886	.00004	.0414	75, 495, 114	.0415	1, 410, 667.59	1.86	*75, 495.11
Muscovados from Pernambuco, South America.	New York, 1885 and 1886	.00009	.0315	427, 863, 014	.0316	7, 920, 058.38	1.85	†470, 649.31
	Boston, 1883 to 1886	.0003	.0559	516, 035, 656	.0562	10, 102, 924.20	1.96	.....
	Philadelphia, 1883 to 1886	.00001	.0507	236, 255, 168	.0509	4, 423, 755.44	1.87	*212, 629.65
	New York, 1883 to 1886	.0002	.0372	1, 222, 649, 620	.0375	22, 697, 624.37	1.86	†1, 222, 649.62
	Boston, 1883 and 1884	.0661	.1382	8, 907, 277	.1435	170, 458.44	1.91	.....
	Philadelphia, 1883 and 1884	.00006	.0160	8, 056, 823	.0160	147, 222.99	1.82	*7, 251.14
	New York, 1883 and 1884	.0003	.1448	104, 911, 022	.1452	1, 941, 524.48	1.85	†62, 946.61
	Boston, 1884 and 1885	.0011	.1407	13, 356, 024	.1417	257, 100.30	1.93	.....
	Philadelphia, 1884 and 1885 .....	.....	.0134	5, 222, 913	.0134	91, 286.43	1.74	*9, 923.53
	New York, 1884 and 1885	.0002	.1631	109, 045, 900	.1634	1, 999, 819.24	1.83	†109, 045.90
	Boston, 1885 to 1886	.0035	.1377	11, 437, 774	.1407	217, 224.56	1.90	.....
	Philadelphia, 1885 and 1886 .....	.....	.1548	3, 886, 381	.1548	69, 877.98	1.79	*4, 275.01
	New York, 1885 and 1886	.0005	.1562	82, 351, 048	.1566	1, 492, 362.53	1.81	†74, 115.94
	Boston, 1883 to 1886	.0032	.1390	33, 701, 075	.1418	644, 783.30	1.91	.....
	Philadelphia, 1883 to 1886 .....	.....	.1513	17, 166, 117	.1514	308, 387.40	1.79	*20, 599.34
	New York, 1883 to 1886	.0004	.1549	296, 307, 970	.1553	5, 433, 706.25	1.83	†237, 046.37
	Boston, 1883 and 1884	.0034	.0903	9, 904, 368	.0934	184, 143.14	1.86	.....
	Philadelphia, 1883 and 1884	.00070	.1006	12, 267, 612	.1013	207, 936.83	1.69	*20, 854.94

† At Philadelphia.

* At New York.

Muscovados from all other ports in South America.

Grand recapitulation of sugars imported at New York, Boston, and Philadelphia from June 1, 1883, to June 1, 1886, etc.—Continued.

Character.	Port of import.	Percentage of—		Liquidated weights.	Percent. of difference between invoice and liquidated weights.	Total duties paid.	Average duty per pound.	Loss to the revenue on Boston basis of classification.
		Damage.	Actual shrinkage.					
Muscovados from all other ports in South America.	New York, 1883 and 1884	.0007	.0655	169,660,333	.0663	\$2,981,861.75	1.75	†\$186,626.36
	Boston, 1884 and 1885	.0102	.0655	17,647,757	.0750	318,358.82	1.80	.....
	Philadelphia, 1884 and 1885	.0006	.0711	7,039,179	.0718	117,067.82	1.66	*9,854.85
	New York, 1884 and 1885	.0004	.0611	160,678,368	.0616	2,803,312.96	1.74	†96,407.02
	Boston, 1885 and 1886	.0001	.0627	5,981,667	.0628	104,711.22	1.75	.....
	Philadelphia, 1885 and 1886	.....	.0482	6,797,436	.0482	113,710.15	1.66	*6,117.69
	New York, 1885 and 1886	.0006	.0688	88,356,260	.0694	1,522,701.87	1.72	†26,506.87
	Boston, 1883 to 1886	.0064	.0725	33,533,792	.0784	607,213.18	1.81	.....
	Philadelphia, 1883 to 1886	.0005	.0796	26,104,227	.0800	438,714.80	1.68	*33,935.49
	New York, 1883 to 1886	.0606	.0645	418,694,961	.0651	7,307,876.58	1.74	†293,086.47
Molasses sugars	Boston, 1883 and 1884	.....	.....	1,117,070	.....	21,230.68	1.90	.....
	Philadelphia, 1883 and 1884	.....	.0059	2,952,574	.0059	54,563.91	1.84	*1,771.54
	New York, 1883 and 1884	.0037	.0123	64,942,546	.0160	1,208,436.95	1.86	†25,977.01
	Boston, 1884 and 1885	.....	.....	1,332,619	.0206	26,106.80	1.96	.....
	Philadelphia, 1884 and 1885	.00000006	.0258	9,485,674	.0258	172,911.83	1.82	*13,279.94
	New York, 1884 and 1885	.0002	.0364	71,613,200	.0366	1,326,004.85	1.85	*78,774.52
	Boston, 1885 and 1886	.0005	.0154	951,381	.0159	18,739.69	1.97	.....
	Philadelphia, 1885 and 1886	.....	.0216	17,838,331	.0216	334,105.06	1.87	*17,838.33
	New York, 1885 and 1886	.0003	.0127	82,724,116	.0130	1,553,794.41	1.87	†82,724.11
	Boston, 1883 to 1886	.0001	.0125	3,401,070	.0126	66,077.17	1.94	.....
Iloilo No. 1	Philadelphia, 1883 to 1886	.00000001	.0214	30,276,579	.0214	561,580.80	1.85	*27,248.92
	New York, 1883 to 1886	.0013	.0204	219,279,862	.0217	4,088,236.21	1.86	†175,423.88
	Boston, 1883 and 1884	.0162	.0504	5,145,348	.0658	99,236.30	1.93	.....
	Philadelphia, 1883 and 1884	.....	.....	.....	.....	.....	.....	.....
	New York, 1883 and 1884	.0049	.0374	5,243,153	.0421	95,482.42	1.82	†5,767.46
	Boston, 1884 and 1885	.0184	.0350	5,460,724	.0527	106,592.15	1.95	.....
	Philadelphia, 1884 and 1885	.....	.....	.....	.....	.....	.....	.....
	New York, 1884 and 1885	.0082	.0137	9,903,806	.0218	182,354.34	1.84	†10,894.18
	Boston, 1885 and 1886	.0128	.0441	19,114,882	.0564	368,038.36	1.92	.....
	Philadelphia, 1885 and 1886	.00006	.0226	1,676,984	.0227	31,578.73	1.88	*670.79
Iloilo No. 2	New York, 1885 and 1886	.0040	.0346	40,809,760	.0382	768,218.79	1.88	†16,323.90
	Boston, 1883 to 1886	.0144	.0436	29,720,954	.0573	573,866.81	1.93	.....
	Philadelphia, 1883 to 1886	.00006	.0226	1,676,984	.0227	31,578.73	1.88	*838.49
	New York, 1883 to 1886	.0048	.0310	55,956,719	.0357	1,046,055.55	1.87	†33,574.03
	Boston, 1883 and 1884	.0096	.0247	16,726,381	.0340	305,256.10	1.82	.....
	Philadelphia, 1883 and 1884	.....	.....	.....	.....	.....	.....	.....
	New York, 1883 and 1884	.0062	.0376	12,908,897	.0436	226,483.76	1.75	†9,036.22
	Boston, 1884 and 1885	.0103	.0410	6,615,404	.0510	124,801.31	1.89	.....
	Philadelphia, 1884 and 1885	.....	.....	.....	.....	.....	.....	.....
	New York, 1884 and 1885	.0124	.....	7,335,537	.....	131,473.27	1.79	†7,335.53
	Boston, 1885 and 1886	.0107	.0381	16,223,242	.0484	299,537.15	1.85	.....

Hollo No. 3	Philadelphia, 1885 and 1886	.0021	.0393	3,559,524	.0370	63,895.24	1.79	a*2,135.71
	New York, 1885 and 1886	.0069	.0183	17,327,263	.0212	311,888.53	1.80	8,663.63
	Boston, 1883 to 1886	.0102	.0330	39,565,027	.0428	729,694.56	1.84	
	Philadelphia, 1883 to 1886	.0021	.0393	3,559,524	.0370	63,895.24	1.79	*a1,779.76
	New York, 1883 to 1886	.0056	.0211	37,571,697	.0267	669,845.56	1.78	†22,543.11
	Boston, 1883 and 1884	.0122	.0288	23,755,956	.0390	405,895.46	1.71	
	Philadelphia, 1883 and 1884							
	New York, 1883 and 1884	.0045	.0872	59,828,190	.0913	983,853.43	1.64	†41,879.73
	Boston, 1884 and 1885	.0194	.0399	17,824,324	.0586	304,166.71	1.71	
	Philadelphia, 1884 and 1885							
Beets No. 1	New York, 1884 and 1885	.0184	.0381	19,933,751	.0556	331,547.00	1.66	19,966.87
	Boston, 1885 and 1886	.0178	.0320	28,652,283	.0492	486,453.80	1.70	
	Philadelphia, 1885 and 1886	.0007	.0308	8,837,574	.0300	143,335.48	1.62	*a7,070.05
	New York, 1885 and 1886	.0035	.0258	32,858,256	.0263	544,308.33	1.66	†13,143.30
	Boston, 1883 to 1886	.0163	.0324	70,232,563	.0482	1,196,515.97	1.70	
	Philadelphia, 1883 to 1886	.0007	.0308	8,837,574	.0300	143,335.48	1.62	a*7,070.05
	New York, 1883 to 1886	.0066	.0614	112,600,197	.0677	1,859,708.76	1.65	†56,300.09
	Boston, 1883 and 1884	.0026	.0174	11,930,362	.0200	258,495.55	2.17	
	Philadelphia, 1883 and 1884		.0277	3,366,290	.0277	71,408.19	2.12	*1,683.14
	New York, 1883 and 1884			44,385,128	.0087	962,057.45	2.17	
Beets No. 2	Boston, 1884 and 1885	.0010	.0090	23,101,117	.0100	499,143.58	2.16	
	Philadelphia, 1884 and 1885	.00006	.0187	11,831,576	.0187	256,236.98	2.16	
	New York, 1884 and 1885	.0001	.0095	119,636,329	.0096	2,593,897.39	2.16	
	Boston, 1885 and 1886	.0007	.0090	350,594	.0098	7,363.40	2.10	
	Philadelphia, 1885 and 1886		.0125	8,336,889	.0125	179,777.06	2.15	b*175.29
	New York, 1885 and 1886	.0003	.0111	82,983,524	.0115	1,781,035.11	2.14	b†140.23
	Boston, 1883 to 1886	.0015	.0119	35,382,073	.0134	765,002.53	2.16	
	Philadelphia, 1883 to 1886	.00003	.0178	23,534,755	.0178	507,422.23	2.15	*2,353.47
	New York, 1883 to 1886	.0003	.0099	247,004,981	.0101	5,336,989.95	2.16	
	Boston, 1883 and 1884							
Manilla superiors	Philadelphia, 1883 and 1884							
	New York, 1883 and 1884			36,652,661	.0133	673,564.02	1.84	
	Boston, 1884 and 1885							
	Philadelphia, 1884 and 1885	.0001	.0167	10,032,534	.0169	199,255.65	1.98	
	New York, 1884 and 1885	.0001	.0089	112,275,924	.0901	2,179,904.21	1.94	
	Boston, 1885 and 1886	.0021	.0043	3,962,661	.0064	77,402.74	1.95	
	Philadelphia, 1885 and 1886		.0118	6,704,602	.0118	132,409.52	1.97	b*729.53
	New York, 1885 and 1886	.0002	.0108	99,287,231	.0110	1,919,842.97	1.93	†19,857.44
	Boston, 1883 to 1886	.0021	.0043	3,962,661	.0064	77,402.74	1.95	
	Philadelphia, 1883 to 1886	.0001	.0148	16,737,136	.0149	331,665.18	1.98	b*1,188.79
	New York, 1883 to 1886	.0001	.0103	248,215,816	.0104	4,773,311.20	1.92	†74,464.74
Manilla superiors	Boston, 1883 and 1884	.0120	.0266	7,057,818	.0383	117,795.12	1.67	
	Philadelphia, 1883 and 1884		.0370	1,814,284	.0370	27,360.48	1.50	*3,084.28
	New York, 1883 and 1884	.0090	.0774	61,702,259	.0842	925,372.50	1.50	†104,893.84
	Boston, 1884 and 1885	.0677	.1532	4,650,888	.2105	69,717.00	1.50	
	Philadelphia, 1884 and 1885							
	New York, 1884 and 1885	.0050	.1365	23,160,025	.1419	367,248.15	1.54	b†1,860.35
	Boston, 1885 and 1886	.0195	.0379	7,648,466	.0566	132,095.81	1.73	
	Philadelphia, 1885 and 1886							
	New York, 1885 and 1886	.0050	.0414	7,034,098	.0469	129,166.08	1.62	†7,737.50
	Boston, 1885 and 1886							

a For shrinkage read excess.

* At New York.

† At Philadelphia.

b Credit for excess over Boston.

Grand recapitulation of sugars imported at New York, Boston, and Philadelphia from June 1, 1883, to June 1, 1886, etc.—Continued.

Character.	Port of import.	Percentage of—		Liquidated weights.	Per cent. of difference between invoice and liquidated weights.	Total duties paid.	Average duty per pound.	Loss to the revenue on Boston basis of classification.
		Damage.	Actual shrinkage.					
Manilla superiors.....	Boston, 1883 to 1886.....	.0289	.0659	19,357,172	.0928	\$319,607.93	1.65	.....
	Philadelphia, 1883 to 1886.....	.....	.0370	1,814,284	.0370	27,360.48	1.50	\$*2,721.42
Manilla extra superiors.....	New York, 1883 to 1886.....	.0073	.0898	92,696,382	.0964	1,411,786.73	1.52	+111,235.65
	Boston, 1883 and 1884.....	.0123	.0385	5,687,487	.0503	104,790.43	1.84	.....
	Philadelphia, 1883 and 1884.....	.....	.0549	3,286,771	.0549	57,847.17	1.76	*2,629.41
	New York, 1883 and 1884.....	.0050	.0248	27,094,359	.0293	502,420.20	1.85	b+568.74
	Boston, 1884 and 1885.....	.0072	.0244	8,147,416	.0314	154,626.15	1.90	.....
	Philadelphia, 1884 and 1885.....	.....	.....	.....	.....	.....	.....	.....
	New York, 1884 and 1885.....	.0020	.0162	10,052,444	.0184	188,770.72	1.87	+3,015.73
	Boston, 1885 and 1886.....	.0024	.0270	10,653,359	.0293	200,686.33	1.88	.....
	Philadelphia, 1885 and 1886.....	.....	.....	.....	.....	.....	.....	.....
	New York, 1885 and 1886.....	.0031	.....	30,307,946	.0029	562,407.09	1.85	+9,092.33
Cebu No. 1.....	Boston, 1883 to 1886.....	.0063	.0288	24,488,262	.0349	460,102.91	1.88	.....
	Philadelphia, 1883 to 1886.....	.....	.0549	3,286,771	.0549	57,847.17	1.76	*3,944.12
	New York, 1883 to 1886.....	.0037	.0124	67,454,649	.0161	1,253,607.01	1.86	+13,490.92
	Boston, 1883 and 1884.....	.0036	.0867	820,597	.0900	14,114.27	1.72	.....
	Philadelphia, 1883 and 1884.....	.....	.....	.....	.....	.....	.....	.....
	New York, 1883 and 1884.....	.0336	.0113	9,572,481	.0144	161,484.42	1.69	+2,871.74
	Boston, 1884 and 1885.....	.....	.1029	1,249,243	.1029	22,617.77	1.81	.....
	Philadelphia, 1884 and 1885.....	.....	.....	.....	.....	.....	.....	.....
	New York, 1884 and 1885.....	.0069	.....	7,935,384	.....	139,929.75	1.77	+3,174.15
	Boston, 1885 and 1886.....	.0097	.0342	2,889,418	.0436	53,439.22	1.85	.....
Cebu No. 2.....	Philadelphia, 1885 and 1886.....	.....	.0235	27,635,803	.0254	477,093.77	1.73	+32,162.96
	New York, 1885 and 1886.....	.0063	.0611	4,959,258	.0670	90,171.26	1.82	.....
	Boston, 1883 to 1886.....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1883 to 1886.....	.0030	.0158	45,143,668	.0188	778,507.94	1.72	+45,143.66
	New York, 1883 to 1886.....	.0063	.0173	3,371,887	.0234	55,234.71	1.64	.....
	Boston, 1883 and 1884.....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1883 and 1884.....	.0040	.0235	20,874,395	.0337	326,931.32	1.56	+16,699.51
	New York, 1883 and 1884.....	.0101	.0394	4,935,503	.0491	77,318.12	1.57	.....
	Boston, 1884 and 1885.....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1884 and 1885.....	.0040	.0222	16,455,236	.0269	260,689.54	1.58	b+493.55
Java, Formosa, and other ports.....	New York, 1884 and 1885.....	.0112	.0266	9,970,634	.0375	168,784.07	1.69	.....
	Boston, 1885 and 1886.....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1885 and 1886.....	.0050	.0152	7,744,990	.0207	127,205.97	1.64	+3,872.49
	New York, 1885 and 1886.....	.0100	.0284	18,278,024	.0381	301,336.90	1.65	.....
	Boston, 1883 to 1886.....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1883 to 1886.....	.0047	.0244	45,074,621	.0287	714,826.83	1.58	+31,552.23
	New York, 1883 to 1886.....	.0114	.0811	663,276	.0917	14,874.32	2.24	.....

Jaggery	Philadelphia, 1883 and 1884	.0004	.0458	38,538,166	.0462	663,176.57	1.73	†196,544.64
	New York, 1883 and 1884	.0023	.0333	9,372,176	.0355	197,002.99	2.10	.....
	Boston, 1884 and 1885	.0059	.0338	1,503,990	.0396	27,673.42	1.84	*3,910.37
	Philadelphia, 1884 and 1885	.0019	.0366	24,332,068	.0385	430,633.47	1.77	†80,295.82
	New York, 1884 and 1885 .....	.....	.....	412	.....	6.31	1.53	.....
	Boston, 1885 and 1886 .....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1885 and 1886	.0011	.0310	41,492,428	.0320	774,447.69	1.85	6†1.31
	New York, 1885 and 1886	.0029	.0366	10,035,864	.0395	211,883.62	2.11	.....
	Boston, 1883 to 1886	.0059	.0338	1,503,990	.0396	27,673.42	1.84	*4,060.77
	Philadelphia, 1883 to 1886	.0010	.0378	104,362,662	.0388	1,868,257.73	1.79	†333,960.51
	New York, 1883 to 1886 .....	.....	.....	.....	.....	.....	.....	.....
	Boston, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....
	New York, 1883 and 1884	.0038	.0748	19,969,658	.0783	292,717.55	1.49	.....
	Boston, 1884 and 1885 .....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1884 and 1885	.0096	.1519	14,232,008	.1527	210,458.65	1.48	.....
	New York, 1884 and 1885 .....	.....	.....	.....	.....	.....	.....	.....
	Boston, 1885 and 1886 .....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1885 and 1886	.0126	.1560	22,547,948	.1665	331,270.33	1.47	.....
	New York, 1885 and 1886 .....	.....	.....	.....	.....	.....	.....	.....
Refined sugars:.....	Boston, 1883 to 1886 .....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1883 to 1886	.0088	.1330	56,476,614	.1341	834,446.53	1.48	.....
	New York, 1883 to 1886 .....	.....	.....	7,159	.....	250.56	3.50	.....
	Boston, 1883 and 1884 .....	.....	.0213	13,592	.0213	475.73	3.50	.....
	Philadelphia, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....
	New York, 1883 and 1884 .....	.....	.....	10,441	.0119	365.43	3.50	.....
	Boston, 1884 and 1885 .....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1884 and 1885 .....	.....	.....	.....	.....	.....	.....	.....
	New York, 1884 and 1885 .....	.....	.....	.....	.....	.....	.....	.....
	Boston, 1885 and 1886 .....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1885 and 1886 .....	.....	.....	.....	.....	.....	.....	.....
	New York, 1885 and 1886 .....	.....	.....	.....	.....	.....	.....	.....
	Boston, 1883 to 1886 .....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1883 to 1886 .....	.....	.....	.....	.....	.....	.....	.....
	New York, 1883 to 1886 .....	.....	.....	.....	.....	.....	.....	.....
	Boston, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....
	New York, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....
	Boston, 1884 and 1885 .....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1884 and 1885 .....	.....	.....	.....	.....	.....	.....	.....
Sugars above No. 13, D. S.	Boston, 1885 and 1886 .....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1885 and 1886							
	New York, 1885 and 1886							
	Boston, 1883 to 1886							
	Philadelphia, 1883 to 1886							
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	Boston, 1883 to 1886							
	Philadelphia, 1883 to 1886							
	New York, 1883 to 1886							
	Boston, 1883 and 1884							
	Philadelphia, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....
Sugars from London	New York, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....
	Boston, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....
	New York, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....
	Boston, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....
	New York, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....
	Boston, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....
	New York, 1883 and 1884 .....	.....	.....	.....	.....	.....	.....	.....

b Credit for excess over Boston. * At New York. † At Philadelphia.

Grand recapitulation of sugars imported at New York, Boston, and Philadelphia from June 1, 1883, to June 1, 1886, etc.—Continued.

Character.	Port of import.	Percentage of—		Liquidated weights.	Percent. of difference between invoice and liquidated weights.	Total duties paid.	Average duty per pound.	Loss to the revenue on Boston basis of classification.
		Damage.	Actual shrinkage.					
Sugars from London.....	Boston, 1884 and 1885.....	.....	.0541	622,683	.0541	10,076.28	1.61	.....
	Philadelphia, 1884 and 1885.....	.....	.0300	3,924,855	.0304	70,790.91	1.80	.....
	New York, 1884 and 1885.....	.0003	.....	.....	.....	.....	.....	.....
	Boston, 1885 and 1886.....	.....	.....	.....	.....	.....	.....	.....
Liverpool, Glasgow, and Bordeaux.....	Philadelphia, 1885 and 1886.....	.....	.....	.....	.....	.....	.....	.....
	New York, 1885 and 1886.....	.....	.0103	1,808,564	.0103	34,009.42	1.90	.....
	Boston, 1883 to 1886.....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1883 to 1886.....	.....	.0292	2,414,192	.0292	43,756.65	1.81	.....
	New York, 1883 to 1886.....	.00007	.0358	19,691,528	.0359	317,374.28	1.63	.....
	Boston, 1883 and 1884.....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1883 and 1884.....	.....	.0253	753,351	.0253	13,812.87	1.83	.....
	New York, 1883 and 1884.....	.....	.....	3,295,565	.0090	51,395.03	1.56	.....
	Boston, 1884 and 1885.....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1884 and 1885.....	.....	.....	.....	.....	.....	.....	.....
	New York, 1884 and 1885.....	.....	.....	864,297	.....	15,211.61	1.76	.....
	Boston, 1885 and 1886.....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1885 and 1886.....	.....	.....	.....	.....	13,812.87	1.83	.....
	New York, 1885 and 1886.....	.....	.....	.....	.....	51,395.03	1.56	.....
	Boston, 1883 to 1886.....	.....	.....	.....	.....	.....	.....	.....
	Philadelphia, 1883 to 1886.....	.....	.0253	753,351	.0253	.....	.....	.....
	New York, 1883 to 1886.....	.....	.....	3,295,565	.0090	.....	.....	.....
	Boston, 1883 to 1886.....	.....	.....	.....	.....	.....	.....	.....

NOTE.—New York includes refined sugars.

GRAND SUMMARY.

Dates.	Total duties paid.		
	Boston.	Philadelphia.	New York.
June 1, 1883, to June 1, 1884.....	\$10, 203, 154. 83	\$4, 672, 185. 63	\$32, 393, 641. 97
June 1, 1884, to June 1, 1885.....	8, 003, 196. 76	5, 015, 969. 68	33, 765, 579. 01
June 1, 1885, to June 1, 1886.....	7, 801, 912. 70	5, 292, 555. 45	33, 688, 921. 36
Total for three years.....	26, 008, 264. 29	14, 980, 710. 76	99, 848, 142. 34

Philadelphia and New York compared year by year.

Total loss to revenue on sugars imported at New York, on basis of rate of duty paid at Philadelphia	\$410, 602. 93
Total loss to revenue on sugars imported at Philadelphia, on basis of rate paid at New York	102, 069. 49
Net loss at New York	308, 533. 44

Boston compared year by year with New York and Philadelphia.

Total loss on basis of rate paid at Boston:	
New York	\$3, 447, 507. 36
Philadelphia	518, 652. 40
Total	3, 996, 159. 76
Credit by excess over Boston rates:	
New York	3, 371. 01
Philadelphia	904. 82
Total	4, 275. 83
Net loss to revenue at New York and Philadelphia:	
New York	3, 444, 136. 35
Philadelphia	547, 747. 58
Total	3, 991, 883. 93

Net loss to the revenue on sugars imported at New York and Philadelphia from June 1, 1883, to June 1, 1886, comparisons made year by year, \$3,991,883.93.

LETTER
FROM
THE SECRETARY OF STATE,
TRANSMITTING

Copy of the vote of the State of Colorado for electors for President and Vice-President.

JANUARY 21, 1889.—Laid on the table and the letter of transmittal ordered to be printed.

DEPARTMENT OF STATE,
Washington, January 19, 1889.

SIR: I have the honor to transmit herewith, in pursuance of the provisions of the act of Congress approved February 3, 1887, a certified copy of the final ascertainment of the electors for President and Vice-President appointed in the State of Colorado at the election held therein on the 6th of November, 1888, as certified to me by the governor of the said State.

I have the honor to be, sir, your obedient servant,
T. F. BAYARD.

Hon. JOHN J. INGALLS,
President pro tempore of the Senate of the United States.

LETTER
FROM
THE SECRETARY OF STATE,

TRANSMITTING

Information touching expenses of the International Committee of Weights and Measures.

JANUARY 21, 1889.—Referred to the Committee on Appropriations and ordered to be printed.

DEPARTMENT OF STATE,
Washington, January 17, 1889.

SIR: I have the honor to transmit herewith, for the information of the Senate, a copy of the report of Dr. B. A. Gould as American delegate to the session of the International Committee of Weights and Measures, held at Paris in September and October last; also a copy of a dispatch from Mr. McLane, our minister at Paris, inclosing a copy of the special report of the International Committee, estimating the expenditures of the committee for the year 1889 at the usual sum of 100,000 francs, and assessing the United States the sum of 10,111 francs, the same amount as heretofore.

The appropriated amount (\$2,130.33) to meet this Government's share of the deficiency of the first twelve years' period has been paid by the Department to the committee through our minister at Paris. As soon as the International Committee is reorganized, and this Government is notified of the reduced annual assessment to which Dr. Gould's report refers, a corresponding reduction will be made in the annual estimates submitted to Congress, but the appropriation of the full amount called for in the estimates submitted for 1889-'90 will be necessary to enable this Government to discharge its full obligation during the last year of the current duodecennial period.

I am glad to say that experience has fully demonstrated the convenience and utility of the International Bureau of Weights and Measures. It has brought about excellent results in providing universal standards of weight and measure, and incidentally thermometrical standards of universal application.

I have the honor to be, sir, your obedient servant,
T. F. BAYARD.

Hon. JOHN J. INGALLS,
President pro tempore of the Senate.

LIST OF INCLOSURES.

1. Dr. B. A. Gould to Mr. Bayard. November 23, 1888.
2. Mr. McLane to Mr. Bayard. No. 703. November 6, 1888

CAMBRIDGE, MASS., November 23, 1888.

SIR: Having, as American member, attended the session of the International Committee of Weights and Measures at Paris, in September and October last, I have the honor of reporting the general results of the session.

Eleven of the fourteen members were present, the representatives of Russia, Belgium, and England having been prevented from attending, although the session was especially important in view of the arrangements for a general conference next year of the states forming the international metric organization, and for the distribution of the prototypes which have been constructed, prepared, and already in great part verified by the assiduous labor of thirteen years.

Before the lapse of another year the comparison of all the national prototypes of the meter and kilogram will doubtless have been fully completed, leaving to be compared only the few standards of *mètres à bouts*, the bars for which are now in process of construction in the workshops at London, by order of the French Government.

The president and secretary of the international committee were authorized and directed to convene a general conference during the coming year, as soon as all possible doubt shall have passed as to the date at which the comparison of all the standards will be completed and the results calculated. This general conference provided for by the international *convention du metre* of 1875, and consisting of delegates from the contracting powers, will be summoned for the purpose of passing judgment upon the work of the international committee of renewing one-half its membership, of giving it further instructions if thought desirable, and of receiving and transmitting the prototypes ordered by the several States. Present appearances indicate that it may be possible to issue notice in the early spring convening the conference in the month of August or September, 1889.

The international committee will then present to the general conference a full report, as complete as possible, regarding the definite results obtained for the prototypes of weights and measures. But the details of the investigations will be reserved for the volumes of *Travaux et Memoires* of the committee, the seventh of which is now in press, and of which two, or possibly three, more will be requisite for completing the series.

In distributing the prototypes of the meter and kilogram among the several governments which have ordered them, the selection will be made by lot.

Of one hundred and sixty-five series of comparisons of the several prototypes of the meter with the one provisionally selected as apparently best fitted to serve as the permanent international prototype, ninety-five had been completed on the 1st of October last, and there is every reason for believing that the remaining seventy will be finished before the close of April, 1889.

The degree of precision attained in these comparisons is unexpectedly satisfactory, the probable error of a determination of the length of a prototype of the meter not exceeding the ten-thousandth part of a millimeter, and the corrections to be applied to this length in order to bring it into absolute harmony with the international prototype have rarely been found larger than 2 microns, or the five-hundredth part of a millimeter.

Similarly the results obtained for the co-efficients of expansion of the different bars have proved remarkably accurate. These co-efficients have been investigated in various ways, not merely by measurements

of the bars themselves at different constant temperatures, but by examinations by optical methods of pieces of metal taken from the ends of the bars themselves. The values of the co-efficients deduced for the amount of dilatation corresponding to an increase of 1° C. in temperature differ only in the ninth decimal place for the different bars.

Inasmuch as that one of the meter standards which most nearly accords in length with the original "*mètre des archives*" is to be definitely selected for the international prototype, it is already possible to decide which of the thirty that have been prepared will be finally determined upon. It is the one known as No. 7, the length of which at 0° C. appears to be practically identical with the "*mètre des archives*," since the determination of the difference between them gives the thousandth part of a micron, while the probable error of this determination does not exceed seven-hundredths of a micron. Additional computations must, however, be made before accepting this result as definitive.

In the orders given for the national prototypes, a few governments asked for "*mètres à bouts*"—that is to say, for bars which give the length of the meter, as was done in old times, by that of the bar itself, or, in other words, by the distance between the two terminal surfaces, instead of that between delicate lines traced on the principal surface near the extremities. The execution of comparisons between standards of these two classes has offered serious difficulties; but these seem to be now in great measure solved by employing the optical method of Fizeau, as perfected by M. Cornu. Other optical methods are, however, also to be tried. The word prototype is not to be employed for these end-meters, which will be called standards (*étalons*).

To facilitate these determinations, two metallic bars of some other metal than platinum-iridium are to be constructed at once, their extremities presenting two plane surfaces, normal to the axis and polished specularly. Pieces taken from the ends of the bars intended for "*mètres à bouts*" are to be analyzed without delay, to test the purity of the material.

The specular polish, which was adopted last year for the surface on which the graduating lines of the meter-prototypes are traced, has proved very satisfactory, for it permits the attainment of a degree of accuracy which affords an almost un hoped-for equality between the various prototypes, and a perfection in the lines (traces) which allows the application of the most precise and delicate methods.

Notwithstanding all the precautions taken, and the immense pressure to which the material had been subjected, there were a few of the kilogram standards which gave token of appreciable inaccuracy as regarded their density, homogeneity, or constancy of weight under varying conditions. These have been recast and reconstructed with success, and may now be considered as equivalent to the others, having been found satisfactory under the severest tests.

The comparison of all the prototypes for the kilogram is complete, so far as the weighings are concerned; and it is estimated that the calculation of the results will be completed before the end of April.

Sundry embarrassments, arising from an apparent variation of weight manifested by some of the standards, have been removed by the discovery that a considerable longer time than was at first supposed is required for the effect of a washing to pass away. An interval of four weeks has been found to be often requisite for the complete removal of all adhering vapor, and this time is now insisted upon, before comparing any standard which has been subjected to the cleansing process.

The weight of a platinum kilogram which has been kept for a month under circumstances favorable for the removal of all adherent moisture may be regarded as perfectly constant.

A word as to the finances of the international committee may not be inappropriate in this place. At the close of the year 1888 the deficit in their account will be about 70,000 francs, owing to the non-payment of the contributions due by Turkey, Peru, and Venezuela, which three States are in arrears by more than 91,000 francs. A voluntary contribution of 100,000 francs was solicited by the committee from the remaining States, to cover this deficiency and the corresponding one for the current year. All the governments, with a single exception, have manifested cordial good-will and about 28,000 francs had on October first already been received on this account, while the remainder will doubtless be contributed within a short time.

The deficit referred to, which was occasioned by the continuance of the regular current expenses, has been temporarily supplied by employment of sums destined for defraying the expenses of the national prototypes of meters and kilograms, an outlay which the Government of France has provisionally assumed, but which must be re-imbursed during the coming year, and from one for needful repairs of the establishment which have been postponed as long as well possible.

After the distribution of the prototypes, the amount placed at the disposal of the International Bureau will be only 50,000 francs annually; but this distribution can only be considered as complete when the "*mètres à bouts*" have been distributed, and the publication of the documents containing the equations and results of comparison of the prototypes has been accomplished. The Bureau is actively occupied with those publications, which will probably comprise two volumes, though possibly three, in addition to the seven already printed or in press, and may require the years 1889 and 1890.

Under the existing organization the annual expenses are as follows, in round numbers:

	Francs.
Salaries.....	58,000
Publications.....	15,000
Current expenses.....	15,000
Instruments and books.....	5,000
Expenses of Bureau.....	7,000
Total.....	100,000

The work of the committee during its annual session was very active and assiduous, all the operations of the Bureau during the year having been carefully studied and the results minutely scrutinized and the programme of the work during the coming year prescribed in detail. The current business during the interval between the annual sessions is managed by correspondence.

May I request that this report, or a copy thereof, be transmitted through the honorable Secretary of the Treasury to the office of standard weights and measures attached to the United States Coast and Geodetic Survey.

I have the honor to be, etc.,

B. A. GOULD.

Hon. T. F. BAYARD,
Secretary of State.

No. 703.]

LEGATION OF THE UNITED STATES,
Paris, November 6, 1888.

SIR: I have the honor to send herewith a copy and translation of a letter received from the Committee of Weights and Measures transmitting two printed copies of its special report for 1889.

The committee estimates its expenditures at the usual sum of 100,000 francs, and assesses the United States at the same amount as heretofore, viz, at 10,111 francs. It calls attention to the fact that nine States only have paid their share of the extraordinary subvention of 100,000 francs, asked for last year to cover the deficiency left by the failure of certain governments in the payment of their regular quotas, and begs the other states to pay as early as possible, as other deficiencies are to be added to those already noted. Comprising the unpaid quotas of the extraordinary subvention the committee figures, at 69,210.32 francs, the amount actually due to the International Bureau.

Nothing in the report herewith transmitted requiring any special treatment, I send the two copies thereof received from the committee without a translation. As noted in my No. 547, it has not been the practice of this legation to accompany printed documents with a translation, and the personal instructions require only such translation of correspondence, but not of printed matter.

I have, etc.,

ROBERT M. McLANE.

Hon. THOMAS F. BAYARD,
*Secretary of State.**

[Translation.]

MADRID AND NEUFCHATEL, *November 1, 1888.*

Mr. MINISTER: We have the honor to transmit to your excellency for your high Government two copies of the special financial report which we have the habit of sending to the representatives of the States which have signed the Metrical Convention as soon as possible after the adjournment of the session of the International Committee of Weights and Measures in order that, in the various countries, arrangements may be made in time to pay the proportions to be contributed at the beginning of the year, in conformity with the convention.

Please receive, etc.,

GL. IBAUER,
President.
DR. AD. HIRSCH,
Secretary.

[Translation.]

INTERNATIONAL COMMITTEE ON WEIGHTS AND MEASURES.

SPECIAL REPORT TO THE GOVERNMENTS OF THE HIGH CONTRACTING PARTIES.

Budget of the International Bureau of Weights and Measures for the year 1889—
Present financial condition—Enumeration of the payments made by way of extra allowance and refunding of advance—Amounts still to be paid in—Table of quotas.

The International Committee on Weights and Measures has just terminated its regular session, in which, after a most careful previous investigation which was intrusted to a special commission, it has most

thoroughly examined the accounts and the financial condition of the International Bureau.

The high Governments will find the result of this examination stated in detail in the reports of proceedings and in the general report, which will be sent to them next spring. We now perform the duty of giving them a summary statement in this special report of the needs of the International Bureau for the year 1889, and of the present condition of its resources.

A minute inspection of the advancement of the work connected with the prototypes, the reports of the director of the bureau, and of the scientists employed to assist him, and a most careful division of the task which is still to be accomplished, have furnished to the committee ground for the hope that it will be able to convoke, in the course of the coming autumn, the general conference, whose duty it is to approve and distribute the prototypes ordered by the various countries.

Nevertheless, this result, which is so much to be desired, can not be attained unless the committee is enabled to dispose of all the means which, at the outset, were secured to it by the convention. In view of the great efforts that will be required in the course of the coming year, the International Committee on Weights and Measures, in its session of October 9, 1888, unanimously adopted the suggestion of the commission of accounts and finance, which was made in accordance with the request of the director of the bureau, to fix the amount called for by the budget of 1889 at 100,000 francs, by the advice of the same commission it has apportioned this amount among the different branches of the service in the following manner, basing its action in so doing upon the experience of recent years :

Budget for the year 1889.

	Francs.
A. Salaries	45,000
B. General running expenses:	
1. Compensation of scientists employed.....	8,000
2. Keeping in repair of buildings and appurtenances, with furniture	4,000
3. Keeping in repair of machines and fixed apparatus	300
4. Keeping in repair of instruments.....	400
5. Expenses of "atelier"	800
6. Laboratory expenses.....	600
7. Purchase of ice and fuel for operations requiring accuracy..	600
8. Cost of ordinary fuel.....	2,800
9. Cost of lighting and gas for the machine.....	3,000
10. Water	300
11. Insurance	360
12. Office expenses	900
13. Library expenses.....	500
14. Printing and publishing	16,000
15. Expenses of secretary's office.....	600
	39,160
C. Compensation of the secretary.....	6,000
D. Sundry and unforeseen expenses, including presents, compensations, and expenses for computers	9,840
Total of annual expenses.....	100,000

Compared with those of past years this budget presents few points of difference, with the exception of the provision for printing and publishing, which the committee has been obliged to increase, not only because the seventh volume of the Labors and Memoranda is now in press, but also because provision must be made for two other volumes of the same set, in which all the data relative to prototypes are to be published.

As the committee feared would be the case, the financial condition of the International Bureau is less favorable now than it was last year. The arrearages to which the attention of the high governments was called in the last report of the committee have still further increased, owing to the failure of certain governments to pay their quotas for 1888, so that the old arrearages now amount for—

	Francs.
Pern to	4, 174
Turkey to	85, 278
Venezuela to.....	2, 043
Total.....	91, 495

The embarrassments of the Bureau have been still further increased by the fact that besides these three states three others are behindhand in the payment of their annual quotas, the entire amount due from them being 4,146 francs, which, together with the amount for which the three others are in arrears, gives at the present time for the annual contribution of 1888 alone an arrearage of 11,932 francs.

Although there is no doubt that the greater part of these 4,146 francs will be paid in before the close of the year, yet it appears from the foregoing figures that the committee did not exaggerate the increase of the arrearages when it requested the contracting states to meet this deficiency by an extra allowance.

This request has, moreover, been generously complied with by the great majority of the governments interested; so far, Great Britain alone has refused. Nine states—Austria, Hungary, Spain, Japan, Roumania, Servia, Sweden, Norway, and Switzerland—have paid in full their quotas of this extra allowance, which altogether amount to 28,697 francs. Italy, for reasons connected with her budget, has paid in 4,458 francs, promising to pay the remainder as soon as the necessary appropriation shall have been secured; this gives, as the total amount of receipts, 33,155 francs.

France, according to a formal declaration, is likewise only waiting before making her payment for the necessary appropriation; it is also for reasons of budgetary formality that the Washington Government has, for the present, suspended its payment; the other states have not yet made known their final decision.

It appears from this brief recapitulation that the International Committee has, thus far, received only about one-third of the extra allowance for which it was obliged to appeal to the generosity of the states in order to make sure of the sum total of the resources which, at the outset, were provided for by the convention for the accomplishment of the task with which it has been charged by the signatory powers.

With this small portion of the extra allowance, the committee has been able to meet the most urgent exigencies of the year 1888; for the year 1889, however, during which the expected completion and distribution of the prototypes will call for sacrifices that must be made, the insufficiency of its resources, to which the committee has called attention in its previous reports, will appear in all its gravity.

This state of affairs again compels the committee to beg those of the high governments that have not yet complied with its request for an extra allowance to be pleased to enable it to meet the necessities of the service.

The committee must call attention to similar delays, even in the repayment of the advances made by it and borne by all the contracting

states which it represents, for the benefit of each state that has ordered prototypes.

Being rendered necessary by the construction of apparatus auxiliary to the prototypes, as was stated in detail in the last special report, these advances were made to seventeen states. Ten only have thus far made payment, the amount thus refunded being 11,160 francs; of the following states, Belgium, Denmark, France, Italy, Portugal, Russia, and Sweden, which have not yet paid, two, France and Italy, have promised to do so as soon as they can secure an appropriation for the purpose, while the five others have as yet made no reply. The International Committee is thus obliged to meet a fresh deficiency of 10,090 francs, and it has instructed us, in the interest of all the states, to request these seven governments to be pleased to issue orders for the repayment of the sums thus advanced.

We conclude this report by giving a table similar to that given in our last special report. It contains in addition to the annual contribution, which is the same as that for 1888, two columns, one of which shows the quotas of the extra allowance for those States which have not yet paid it, and the other the advances which are still to be paid.

Table showing the quotas payable by the contracting States for the support of the International Bureau of Weights and Measures (year 1889).

Contracting States.	Annual expenses 100,000 francs for 1889. (Unit 100 francs 112.)	Extra allowance. (Unit 110 francs 375.)	Repayments of advance made by the committee for prototypes.	Sum total.
1. Germany	13,751	15,011. 00	Paid.	28,762. 00
2. { <i>a</i> Austria.....	6,067	Paid.	Paid.	6,067. 00
{ <i>b</i> Hungary.....	4,752	Paid.	Paid.	4,752. 00
3. Belgium	1,719	1,876. 00	2,540	6,135. 00
4. Argentine Republic	607	.....	.....	607. 00
5. Denmark	202	221. 00	735	1,158. 00
6. Spain	7,381	Paid.	Paid.	7,381. 00
7. United States of America	10,111	11,038. 00	Paid.	21,149. 00
8. France.....	12,841	14,019. 00	2,605	29,465. 00
9. Great Britain and Ireland	7,078	.....	Paid.	7,078. 00
10. Italy.....	8,595	4,924. 32	1,470	14,989. 32
11. Japan.....	3,741	Paid.	Paid.	3,741. 00
12. Peru.....	809	.....	.....	809. 00
13. Portugal.....	1,618	1,766. 00	735	4,119. 00
14. Roumania.....	1,517	Paid.	.....	1,517. 00
15. Russia.....	9,403	10,265. 00	1,270	20,938. 00
16. Servia.....	506	Paid.	Paid.	506. 00
17. { <i>a</i> Sweden.....	910	Paid.	735	1,645. 00
{ <i>b</i> Norway.....	607	Paid.	Paid.	607. 00
18. Switzerland.....	809	Paid.	Paid.	809. 00
19. Turkey	6,471	.....	.....	6,471. 00
20. Venezuela.....	506	.....	.....	506. 00
Total	100,001	59,190. 32	10,090	169,211. 32

GENERAL IBENEZ,
President.
DR. AD. HIRSCH,
Secretary.

PARIS, *October 20, 1888.*

LETTER
FROM
THE SECRETARY OF WAR,
TRANSMITTING,

In response to Senate resolution of October 12, 1888, report on proposed improvement in Willamette River.

JANUARY 21, 1889.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT,
Washington City, January 19, 1889.

The Secretary of War has the honor to transmit to the United States Senate a letter of the 17th instant from the Chief of Engineers, and the accompanying copy of a report, dated the 31st ultimo, from Maj. W. A. Jones, Corps of Engineers, in response to Senate resolution of October 12, 1888, calling for "an estimate of the cost of the improvement of the Willamette River, between Portland and Oswego, in Oregon, by the removal of bars and deepening the channel so as to admit of the navigation of the same by deep-draught vessels."

WILLIAM C. ENDICOTT,
Secretary of War.

The PRESIDENT PRO TEMPORE OF
THE UNITED STATES SENATE.

OFFICE OF THE CHIEF OF ENGINEERS,
UNITED STATES ARMY,
Washington, D. C., January 17, 1889.

SIR: In answer to the reference to this office for report of a resolution of the Senate, dated October 12, 1888, calling for "an estimate of the cost of the improvement of the Willamette River, between Portland and Oswego, in Oregon, by the removal of bars and deepening the channel so as to admit of the navigation of the same by deep-draught vessels," I have the honor to submit herewith a copy of a report received January 14, 1889, from Maj. W. A. Jones, Corps of Engineers, containing the required information, which places the cost of the improvement in question at \$200,000 for a navigable depth of 20 feet at low water.

The resolution of the Senate is herewith returned.

Very respectfully, your obedient servant,

THOS. LINCOLN CASEY,
Brig. Gen., Chief of Engineers.

HON. WILLIAM C. ENDICOTT,
Secretary of War.

EXAMINATION OF WILLAMETTE RIVER BETWEEN PORTLAND AND OSWEGO, OREGON.

UNITED STATES ENGINEER OFFICE,
Portland, Oregon, December 31, 1888.

GENERAL: I have the honor to return herewith copy of Senate resolution, dated October 12, 1888, calling for an examination of the Willamette River between Portland and Oswego, Oregon, with the following report thereon:

Report.—In the river and harbor act of August 5, 1886, there was a clause appropriating \$5,000 for this purpose.

This sum was not sufficient for commencing work, and survey and examination was made in the following winter of 1886 for the purpose of gathering the facts necessary to develop a plan for improvement with estimate of its cost. At this juncture the succeeding river and harbor bill failed to become a law, and hence the development of a project was deferred until such time as a bill should pass, but when it did pass it contained no provision for the continuation of this work, and hence it was not deemed important to present a project until after the works provided for in the act had been set in motion. The project is now presented as a reply to the Senate resolution.

Two maps are presented herewith, one showing the river in the vicinity of Ross Island, just above Portland. The other showing the river as far up as Oswego. From these it appears that the obstructions to navigating deep-water ships between Portland and Oswego are all to be found in the vicinity of Ross Island.

Project.—The Willamette River at and immediately above Portland, Oregon, is a considerable stream. It has low-water widths of from 650 feet to 1,600 feet, and minimum depths on the bars below Portland of about 16 feet. These latter are under improvement for gaining a minimum of 20 feet at low water. The minimum low-water depth between Portland and Oswego is 8 feet and is found on the bar at the head of Ross Island, just above Portland. * * *

It is subject to two annual floods, one commencing in June, being back water from the Columbia River. The other comes in or near January, and proceeds from its own water-shed. These winter floods are often rapid in their approach and recession, resulting from excessive deposition or liberation of moisture over a small water-shed. The low-water season is short, occurring in September and October, between the wane of the Columbia River rise and the rise which usually follows the advent of the rainy season on the western slopes of the Cascade Mountains. Short spells of low water sometimes occur during freezing weather in winter. The extreme rise in summer has been 28 feet, and in winter about 26 feet. At low-water stages the river at Portland is affected by the tide. The influence ceases at stages higher than 12 above low water. At and near the low-water stage there is a rise and fall of the tide which varies between 0.5 and 2.8 feet, according to the normal tidal variations.

Two sheets of river sections are submitted, showing low-water areas as follows in square feet: 32,000, 24,300, 23,350, 22,300, 18,000, 16,850, 14,510, 11,100, 6,900.

The least section is at the head of Ross Island. The next lowest is the bar section at Sellwood. A comparison of these sections indicates that along the channel to the west of Ross Island some local cause must exist preventing the river from cutting out a normal section. A

good many borings were made to ascertain this cause, and it was found that in the restricted section at this place the bottom was largely composed of coarse, well-compacted gravel and cobble-stones, while near the head of the island a field of bowlders was found. At Sellwood the bottom is soft sand.

The survey shows that closing the channels behind Ross Island would not produce any substantial reduction of section at low-water stages.

In this locality the river cuts through a bed of compact gravel, cemented with a matrix of clay and sand. It is quite probable that a good deal of the Ross Island Bar is this gravel-bed in place.

From the foregoing considerations it would seem reasonable to expect that any further restriction of the water-way might result in increased velocities without corresponding erosion of the bottom, but resulting in erosion of the banks; also it may be expected that if a channel be dredged out to a width of, say, 150 feet, with a depth of 20 feet at low water, there will still be left a section sufficiently small to anticipate a maintenance of the dredged channel. I therefore submit the project for dredging on the line shown on the map herewith. This will involve removal of the following quantities at the prices named. The figures given for gravel and bowlders may require modification after practical attempts at removal.

Estimate.

179,388 cubic yards gravel, at 30 cents.....	\$53,816.40
64,260 cubic yards sand, at 15 cents	9,639.00
60,000 cubic yards bowlders, at \$2.....	120,000.00
Contingencies	16,544.60
Total.....	\$200,000.00

The winter rise in the Willamette occurs in January and is followed by the spring and summer rise of the Columbia. So that for the period January-August, say seven months of each year, there is a sufficient depth of water for deep-water ships to go up to Oswego. During the remaining five months there will be found from $8\frac{1}{2}$ to $10\frac{1}{2}$ feet of water at high tide. That is to say, the guage-record kept for many years at Portland shows that for seven months of the year vessels drawing from 12 to 28 feet of water can go up to Oswego and that for the remaining five months vessels drawing 12 feet can go there.

Now, the only commercial interest I know of seeking this improvement is the Oregon Iron and Steel Company, whose works are established at Oswego, and are now engaged in the manufacture of pig-iron and cast-iron pipe. This corporation has a capital of \$1,250,000, and a blast-furnace capacity of about 40 tons of pig-iron per day, say, 12,000 tons per year. At \$30 per ton as an average for pig-iron and cast-iron pipe, the value of the annual output would be \$360,000 per year. The cost of the improvement for giving this industry an additional navigable draught of 10 feet over five months of each year will be \$200,000. All other commercial business on the river is amply accommodated with the present status.

Furthermore, there are now two draw-bridges across the Willamette River at Portland. It has been demonstrated that such draw-bridges in the majority of similar instances form the upper limit of navigation for deep-water ships, and it is possible that such may prove the case here. Hence it might be reasonable judgment to defer making expensive preparations for deep-water ships above these bridges until after it has been demonstrated such ships will use that part of the river.

The following are submitted herewith :

- (1) Map of Portland Harbor in the vicinity of Ross Island.*
- (2) Plan of the measurements for gauging the Willamette River.
- (3) Two sheets of river sections.*
- (4) Report of S. W. Walker upon operations for gauging the Willamette River.*
- (5) Résumé by R. A. Habersham upon the observations for gauging the Willamette River.*

Respectfully submitted.

W. A. JONES,
Major of Engineers.

The CHIEF OF ENGINEERS, U. S. A.

*Omitted.



MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

*Information relative to an agreement between certain foreign powers
and the Corean Government.*

JANUARY 31, 1889.—Read and referred to the Committee on Foreign Relations, and
ordered to be printed.

To the Senate and House of Representatives :

For the information of Congress I herewith transmit a report of the Secretary of State with accompanying correspondence, relating to the execution of an agreement made between the representatives of certain foreign powers and the Corean Government in 1884, in respect to a foreign settlement at Chemulpo.

GROVER CLEVELAND.

EXECUTIVE MANSION,
Washington, January 30, 1889.

DEPARTMENT OF STATE,
Washington, January 28, 1889.

To the PRESIDENT :

The undersigned has the honor herewith to submit, with the suggestion that it be transmitted to Congress, certain correspondence relating to an agreement lately arrived at by the representatives of certain foreign powers and the Corean Government, for the purpose of giving effect to an agreement made between such representatives and that Government in 1884 in respect to a foreign settlement at Chemulpo.

Respectfully submitted.

T. F. BAYARD.

LIST OF ACCOMPANIMENTS.

1. Mr. Foote to Mr. Davis. No. 95. July 21, 1884. With accompaniment.
2. Mr. Foulk to Mr. Bayard. No. 274. January 29, 1886.
3. Mr. Bayard to Mr. Parker. No. 8. April 28, 1886.
4. Mr. Dinsmore to Mr. Bayard. No. 143. November 29, 1888. With accompaniment.

No. 1.

Foreign settlement at Chemulpo, Corea.

REPORT BY CONSUL-GENERAL FOOTE, OF SEOUL.

I transmit herewith a copy of the Chinese version of the agreement respecting the general foreign settlement of Chemulpo, together with an English translation of the same and a small diagram showing the outlines of the settlement. The provisions of the charters of other treaty ports in the East have been carefully considered, and, without being cumbersome, I think the stipulations are sufficient to permit the organization of the municipal government and to provide revenue for its support.

LUCIUS H. FOOTE,
Consul-General.

UNITED STATES CONSULATE-GENERAL,
Seoul, July 21, 1884.

AGREEMENT RESPECTING A GENERAL FOREIGN SETTLEMENT AT CHEMULPO.

I. The situation and limits of the general foreign settlement at Chemulpo, with the position of the streets and roads and the boundaries of the lots, are shown in the annexed plan, on which the general foreign settlement is colored red.

The Corean Government will take steps to cause all Corean houses now standing within these limits to be removed within two months from the date of this agreement, and will prevent others from being erected there.

II. The settlement consists of four classes of lots:

(A) Those lots situated on the south side of the Chinese settlement to be prepared and filled in by the Corean Government. All buildings on these lots must be solidly constructed of brick, stone, or iron, with tiled or iron roofs. No wooden buildings or thatched house will be allowed on these lots.

(B) The lots north of the Chinese settlement. All buildings erected on these lots must be tiled, and the walls constructed of brick, stone, or thick plaster.

(C) Lots east of the Japanese settlement, which must be prepared by the purchaser at his own expense.

(D) Or hill lots.

III. The sea-walls and jetties shall be constructed and kept in repair, and the streets and roads of the settlement laid out and graded at the expense of the Corean Government. The Corean authorities will also mark out the boundaries of the lots by erecting stones or otherwise before they are put up for sale.

IV. The roads and drains shall be kept in repair and the streets lighted and cleaned, a police force provided, and other municipal expenditures met by the municipal council from their own funds. If these prove insufficient the municipal council may impose an additional assessment on all lots in the foreign settlement in proportion to the yearly rental of each.

V. All sales of land within the foreign settlement shall be made at the instance of the competent authorities by public auction and after not less than one week's notice to the competent authorities of the treaty powers.

The upset price of *A* lots will be \$96 per 100 square meters; of *B* and *C* lots, \$6 per 100 square meters; and of *D* lots \$3 per 100 square meters. The yearly rental of *A* lots will be \$20 per 100 square meters; of *B* and *C* lots \$6 per 100 square meters; and of *D* lots \$2 per 100 square meters, of which amount 30 cents per 100 square meters will be retained by the Corean authorities and the remainder, together with any balance left from the proceeds of land sales, shall belong to the municipal fund. None but subjects or citizens of treaty powers, whose authorities have signified their acceptance of this agreement, shall be allowed to purchase or hold land in the foreign settlement, and no title deeds shall be issued to others. The Corean Government may, however, hold in their own name lots for the erection of Corean public offices or for the official residences of Corean functionaries. These lots shall be subject to municipal regulations in the same manner as others and shall contribute to the municipal expenditures in the same proportion as other lots of their class. Title deeds will be transmitted to the purchasers through their respective authorities. Transfers must be executed before the authorities of the transferer and produced by the transferee to his authorities, who will inform the Corean authorities of the transaction. All purchasers and transferees shall sign the declaration appended to the title deeds herewith annexed.

VI. The municipal council shall consist of a Korean local official of suitable rank, the consuls of the treaty powers whose subjects or citizens hold land in the settlement, and three registered land-holders, who shall be elected by the other registered land-holders in such manner as the foreign authorities aforesaid may hereafter determine. The municipal council shall have power to regulate their own proceedings and the duties of their officers and servants, and shall have power to make by-laws for the following purposes: Regulation of public houses, issuing of public-house licenses, and imposing and collecting fees for the same.

Suppression of gambling houses, opium houses, and houses of ill-fame.

Regulation of traffic.

Regulating and licensing boats, porters, and vehicles plying for hire within the foreign settlement.

Prevention of nuisances, the erection of unsafe or inflammable buildings, and the following of offensive trades or those injurious to the public health within the foreign settlement; preventing obstructions to the public thoroughfares; preserving public health and decency.

And by law, made by the municipal council, may state a maximum penalty, not to exceed \$25, for the breach thereof. All such penalties shall be enforced by the authorities of the offender; and all fines shall be paid over to the municipal fund.

VII. Lots outside of those described as A lots on the general plan of the settlement and which are now covered by water at high tide, as well as those which may be formed by the grading of Station Island, shall be known as water lots. The upset price of these lots shall be the same as C lots. Such lots shall be filled and graded at the expense of purchasers, and according to a plan which may be hereafter agreed upon.

VIII. Title-deeds will be granted to purchasers of lots in the following form:

In consideration of the sum of ——— dollars, the receipt of which is hereby acknowledged, the undersigned, acting on behalf of the Korean Government, hereby grants in perpetuity to ———, his heirs and assigns, the lot of land situated ——— and described in the official plan of the foreign settlement as lot No. ———, and containing ——— square meters, on the following conditions:

Firstly. That the said ———, his heirs or assigns, shall pay, in advance, on the ——— day of ——— in each year, to the Korean authorities at Chemulpo, the sum of ——— dollars as rent.

Secondly. That the said ———, his heirs or assigns, shall pay to the Chemulpo municipal council such further sum as may be found necessary to collect as a tax for municipal purposes.

Thirdly. That every transfer of the said lot shall be made to no other person than a subject or citizen of a treaty power, and shall be executed before the competent authorities of the transferer and produced by the transferee to his competent authorities.

Fourthly. That within the space of eighteen months the said ——— erects on this lot buildings, or makes improvements to the value of not less than \$1,000 for A lots, \$500 for B lots, and \$250 for C lots; and that all buildings erected on it shall conform to the description given in section II of this agreement, for the general foreign settlement at Chemulpo.

Fifthly. In case the holder of this title-deed absents himself from Korea without making provision for the fulfillment of the conditions of this deed, the Korean authorities may re-enter into possession at any time after the rent, etc., have become overdue for more than one year. In such cases the Korean Government will advertise and sell the property by public auction, and after re-imbursing themselves for arrears of rent and the costs of such sale, shall pay the balance over to the authorities of the countries to which the party belonged.

Sixthly (in the case of frontage lots only). The Korean Government reserve to themselves the right of filling the ground in front of this lot, for the purpose of extending the foreign settlement.

Done in duplicate, one copy being given to the purchaser and the other being retained by the Korean Government, this ——— day of ———.

—————. [L. S.]

In consideration of the grant of the above piece of ground, I, ———, the said ———, hereby agree to fulfill the conditions attached thereto, and I further acknowledge myself bound to observe the municipal regulations of the foreign settlement of Chemulpo, under a penalty not to exceed \$25 for every breach thereof.

(Signature of purchaser.) ———.

And I, ———, transferee of the said lot of ground, hereby agree to fulfill the conditions of the title deed, and I further acknowledge myself bound to observe the municipal regulations of the general foreign settlement of Chemulpo, under a penalty not to exceed \$25 for every breach thereof.

(Signature of transferee.) ———.

No. 2.

Mr. Foulk to Mr. Bayard.

No. 274.]

LEGATION OF THE UNITED STATES,
Seoul, Corea, January 29, 1886. (Received March 25.)

SIR: I would respectfully inform you that there has been recently much discussion here, involving the Korean Government, the representatives of England, Germany, myself, and the foreign residents at Chemulpho, in regard to the terms of the "agreement respecting the general foreign settlement at Chemulpho," a copy of which was transmitted to the Department with Mr. Foote's No. 95, dated July 21, 1884.

By this agreement upset prices of lots are fixed, and the lots may be sold at auction. The proceeds of sales of land are to be handed to the Korean authorities, who will furnish title deeds. Interpreting the agreement with considerations of the British treaty with Corea, upon which the agreement is largely based, the sites of foreign settlements shall be purchased from the owners and prepared for occupation by the Korean Government, and the treaty quoted reads: "The expense thus incurred shall be a first charge on the proceeds of the sale of the land."

More than a year ago the site for the general foreign settlement was marked out and partially prepared by the Korean Government. Some fourteen lots were taken up by German subjects, but thus far no title deeds have been issued. Many other foreigners of China and Japan came to Corea with the view of buying land at Chemulpho, but failed to do so, and returned after protesting against the terms of the agreement, which they expressed as being extraordinarily exacting. The specially objectionable features were the high upset prices fixed by the agreement, and the limitations imposed in regard to qualities and costs of buildings to be erected on the lots purchased.

As there have not been any *bona fide* land-owners (no title deeds having been issued), no regularly qualified municipal council has been elected for Chemulpho. A provisional council has served until the present time, and the few expenses incurred by the settlement have been defrayed by voluntary subscription.

Recently the German subjects pressed the Korean Government for title deeds through their representative in Seoul, but in arranging for the payment of prices of their lots they vigorously protested against paying the whole amounts over to and to be retained by the Korean authorities on the following grounds:

(1) That the Korean Government was entitled to only the amount of proceeds of sales of land it had expended in laying out and preparing the sites of the settlement; the balance was by agreement to be returned to the municipal council.

(2) There being no regularly-elected municipal council, and as the expenses of the settlement have been defrayed by voluntary contributions of the foreign residents, the excess of the proceeds of land sales by the Korean Government above the amount spent by it on individual lots should be remitted. Purchasers should only pay to the Korean Government for their land exactly what it had spent upon the land prior to and in order to effect the sale of it, as provided for in the agreement.

The German representative asked the Korean Government to state the total amount expended by it upon the settlement in preparing the site. This amount he proposed dividing by the whole number of lots in the settlement, and to regard the result as the amount to be paid by the purchaser of any one lot in order to receive his title deed.

The Government stated it could not furnish an estimate of the whole amount spent by it in preparing the site of the settlement. It was then agreed by the Government and the representative of Germany that the German purchasers should give to the Korean authorities one-third of the full price at which they bought the land, receiving a receipt for the whole amount and their title deeds.

Mr. Budler, the German representative, frequently discussed this subject with myself and the English consul-general. He claimed that the fractional payment of the price at which the land was offered per agreement was in accordance with the agreement fully. While I admitted much reason for the light in which Mr. Budler viewed this method of payment, I stated that I should insist that in case American citizens should purchase lots at Chemulpho, they should pay the full price at which it was sold to them under the agreement; and that, to say the least, the fractional method proposed by him might establish a precedent tending to occasion difficulties in the future government of the settlement. Mr. Budler's estimate, agreed to by the Korean foreign office, that one-third of the proceeds of land sales under the agreement prices was sufficient to fully meet the expenses incurred by the Government in preparing the sites, seems to me to be ample, as I am aware that much of the land of the settlement was originally owned by the Government, having never been owned privately, and other expenses, as for the purchase of the remainder of the land, removing houses, marking out lots, etc., were but trifling.

It will be seen that Mr. Budler's method of payment is in a measure due to the statement of the Korean Government that it can not furnish an account showing its expenses incurred in preparing the settlement. This statement I am unwilling to accept, and hold that the Government is bound to keep accounts, and be able to furnish such as to show what it has spent on the site of the settlement.

I now learn that the Korean Government wishes to revoke the agreement made with Mr. Budler permitting the fractional payments of the agreement prices of land, and claims it is entitled under the agreement and treaties to retain the full proceeds of sales until their aggregate shall equal the whole amount expended by it in preparing the whole site of the settlement. Yet I have to remark that the Government is still unable to say how much it has spent upon the settlement. This view of the Korean Government, which is supported warmly by the English consul-general, is based upon the sentence of the British treaty, "these sites shall be purchased from the owners and prepared for occupation by the Korean Government, and the expense thus incurred shall be a first charge on the proceeds of the sale of the land." That this may be a correct interpretation of the agreement respecting the settlement there is no doubt, yet the agreement does not to my mind preclude the making of payments for land on the basis, in considering them, of individual lots and *not* the whole settlement, and this latter system would be immediately a benefit to the purchasers of land at Chemulpho, and at the same time operate fairly for the interests of the Korean Government, putting it to no loss or inconvenience.

As a summary of my views as to the payment for land purchased at Chemulpho, I would state that in case an American citizen desires to purchase a lot there, I should instruct him to pay through me the full price, per agreement, to the Korean authorities, from whom I should procure the title-deed. I should then cause the Korean Government to inform me as to the exact amount it had spent in preparing the lot for sale and occupation, this to be determined by dividing its expense

on the whole site of the settlement by the number of lots in the settlement.

This amount the Corean Government should retain, and the balance of receipts from the American citizen as the price of his lot I should ask, if necessary, the Corean authorities to pay at once to the municipal council of the settlement, should there be such a council at the time; should there be no council, this balance should be paid to me, and if the expenses of the settlement are then being met by voluntary contributions of the foreign residents, as is now being practiced, I should feel it proper to return the balance to the American citizen, who will then own the lot.

I have already, in the preceding, shown that the general agreement in regard to the settlement is bitterly complained of. In framing it, Kobe, Japan, was taken as the model oriental foreign settlement: it was framed entirely, with only passive consideration, apparently, by other foreign representatives, by the English consul-general, Mr. W. G. Aston. In my opinion, its terms are such as to have greatly retarded the growth and prosperity of the settlement. It is true that the same terms of agreement have worked well at Kobe, but I think that the fact has been overlooked, in applying them to Chemulpho, that Kobe is a later port in Japan, that Yokohama and Nagasaki had already, when Kobe settlement was planned, absorbed the smaller traders long since, and that these had at those places grown into merchants of capital, some of whom could take up their residence and trade in large establishments at Kobe, under the exacting terms of that municipality. Chemulpho is the first port of Corea which has been prepared to receive foreigners, and the pioneers who would settle there are in most cases merchants of small means, who are shut out from profitable trade in China and Japan; and again, even firms with capital do not care to invest largely in the experiment of conducting trade in so new and unknown a country as Corea. The agreement is advantageous to the wealthy English firms in the East, in that it preserves a clear field for them to take up and absorb the trade of Corea the instant the time shall come for them to do so; this may account for the vigorous support given it by the English representatives in Peking, Seoul, and Tokio. By all other persons it would appear to be strongly and unfavorably criticised.

As yet the Russian representative has not signed the agreement, the signers of which are, to date:

The Corean Government,

The German commissioner (since relieved),

The United States minister,

The English minister (Sir Harry Parkes).

The German representative is strongly urging a revision of the agreement, and in view of this and the objection to the agreement expressed on all sides, I have thought it well to address the Department, as by this communication, and request instructions to apply in case revision is decided upon, or in case the agreement is to continue in operation as well.

I am, etc.,

GEORGE C. FOULK,
Ensign, U. S. Navy, Chargé d'Affaires ad interim.

No. 3.

Mr. Bayard to Mr. Parker.

No. 8.]

DEPARTMENT OF STATE,
Washington, April 28, 1886.

SIR: I have received Mr. Foulk's No. 274, of the 29th of January last, in relation to the difficulties that have been encountered in the organization and establishment of the general foreign settlement at Chemulpho.

The attempt to organize a foreign settlement there has been made, as you will find, under an agreement with the Korean Government, which has been signed by the representatives of the United States, Great Britain, and Germany, in Korea, and of which a copy was transmitted to this Department with Mr. Foote's No. 95, of the 21st of July, 1884.

Under that agreement the Korean Government undertook to cause all Korean houses within the limits of the settlement to be removed within a specified time, and to prepare the land for sale to the citizens or subjects of the signatories. The upset prices of lots were fixed, and it was agreed that they might be sold at public auction.

It was further agreed that a yearly rental of a certain sum per 100 square meters should be charged on each lot, according to the class to which it belonged; that of this sum 30 cents per 100 square meters should be retained by the Korean Government, and that the remainder, together with any balance left from the proceeds of land sales, after deducting therefrom the cost to the Government of the preparation of the lots for sale, should belong to the municipal fund.

This fund was to be under the control of a council, to which the police power of the municipality was committed, and the council was to consist of a Korean official, the consuls of the signatory powers, and three registered land-holders who, were "to be selected by the other registered land-holders."

The settlement was marked out by the Korean Government more than a year ago, and about fourteen lots have been taken up by German subjects, but as yet no title deeds have been issued. And as there are thus no registered land-holders, no council has been elected.

This delay in the organization of the settlement seems to be due, in part, to the failure of the Korean Government to keep any account of the expenditures made in the preparation of the land for sale and occupation. It was proposed to the Korean Government by the representative of Germany to divide the whole cost of preparation by the number of lots, and to treat the result as the amount to be paid to the Government by the purchaser on each lot. But, as no account of the expenditures had been kept, no such arrangement could be effected, and it was then agreed that the German purchasers should pay to the Korean authorities one-third of the full price of the lands, receiving therefor a receipt for the whole amount and their title deeds.

This arrangement the Korean Government now desire to undo, claiming the right, under the original agreement, to receive and retain all the proceeds of the sale of land until the aggregate shall equal the amount expended in preparing the whole site of the settlement.

To this contention there are two objections: the first being the fact already adverted to, that the Government is unable to tell how much it has spent on the settlement, and the second that such a course would leave nothing immediately available from the proceeds of the sale of lots for the use of the municipality.

These complications seem to make it expedient to endeavor to effect some revision or amendments of the agreement on terms as favorable to the purchasers as can be obtained, at the same time taking care to protect the interests of the municipality as a whole. A fair basis for such an arrangement would seem to be a division or apportionment of the price of each lot purchased between the Government and the municipality, allowing to the former the average cost of preparation, or a sum agreed upon as equivalent thereto, and turning over the balance of the purchase-money to the latter.

Until some definite arrangement shall have been made, the course recommended by Mr. Foulk in his No. 274, in case an American citizen should desire to purchase a lot, may be adopted with the concurrence of the Corean Government.

I am, etc.,

T. F. BAYARD.

No. 4.

Mr. Dinsmore to Mr. Bayard.

No. 143.]

LEGATION OF THE UNITED STATES,
Séoul, Corea, November 29, 1888. (Received January 29.)

SIR: I have the honor to report that after long delay an agreement has been reached between the Corean Government and the representatives of the powers signatory to "Chemulpo foreign settlement agreement," in settlement of the points of difference with reference to the method of putting into execution the terms of the agreement, and that now nothing remains to be done to perfect a municipal organization but the election of three members from the registered land-holders, which election will occur on Wednesday, the 5th proximo.

In addition to the original parties to the agreement heretofore reported to you it has been signed by the representatives of Japan, China, and France. A number of lots have been taken up by the subjects of the two former powers.

Title deeds have been issued to the holders of lots and the settlement is being rapidly filled up with neat and substantial houses.

It will be remembered that the chief cause of delay in carrying out the agreement was the difficulty or impossibility of ascertaining definitely the amount of expenses incurred by the Corean Government in preparing the ground for settlement, owing to the fact that they kept no accounts from which it could be derived. Finally a solution of the difficulty was reached in the line of the suggestion contained in your No. 8, of the 28th of April, 1886, to Minister Parker, viz:

It was agreed that the upset price of all the surveyed lots should be received by the Corean Government as the sum of its expenditures in purchasing from the owners and preparing all the surveyed lots for settlement, and that the remainder of the purchase price of the lots should be paid to the municipality. The accomplishment of this solution did not necessitate a change of the terms of agreement, and there seemed to be no other practicable method of settlement.

At the time of the agreement the number of lots already sold of all classes at the actual price of sale had brought the sum of \$8,560.18.

The upset price of those lots amounted in the aggregate to \$3,784.14. A lots 1, 2, and 3 and D lots 5, 6, and 40 were reserved by the Corean

Government for official uses. The upset prices of these lots amount in the aggregate to \$2,247.45.

The sum of the upset price of all remaining surveyed lots is \$876.60.

Thus the upset price of all surveyed lots is \$6,908.19.

Deduct from this amount the upset price of the lots retained by the Corean Government, \$2,247.45, and we have a remainder of \$4,660.74, the amount to be paid to the Corean Government for the expense incurred in purchasing the surveyed lots from the native owners and preparing them for occupation.

This sum being deducted from the gross amount received on the sale of the lots, \$8,560.18, leaves \$3,899.44 to be paid to the municipality, which sum is now in bank at Chemulpo subject to the order of the municipal authorities.

The whole amount of expenses incurred by the Corean Government in preparing all the lots for occupation having been thus settled, the full purchase price of all lots sold after the date of the agreement is to be paid to the municipality, and enough have already been sold to increase the municipal fund now in bank ready for use to something more than \$6,000. I do not know the exact amount.

The amount of this fund being sufficient for present necessity, the municipality will have no burden of taxation to bear at present, except the ground rent of 30 cents per 100 square meters, to the native government.

By the time there shall be need for more money it is hoped we may be able to obtain a reduction of the amount fixed for the yearly rental, which, as you have intimated heretofore in your dispatches, is too high.

The growth and commercial prosperity of Chemulpo is very encouraging. I have the honor to transmit herewith a copy of the rules adopted by the representatives of the signatory powers in pursuance of the foreign settlement agreement, prescribing the manner of electing the three members of the municipal council from land-holders in the settlement.

I have, etc.,

HUGH A. DINSMORE.

[Inclosure in No. 143.]

In pursuance of the provisions of paragraph 6 of the Chemulpo foreign settlement land regulations, it is agreed between the foreign authorities therein referred to that the three members of the municipal council of Chemulpo, to be chosen from the registered land-holders of the foreign settlement, shall be elected according to the following rules, namely:

(1) The three members shall, except as hereinafter provided, continue in office during a term of three years, each year being reckoned as beginning on the 1st day of January and terminating on the 31st day of December.

(2) Only registered land-holders in accordance with the provisions of the Chemulpo foreign settlement land regulations are eligible for election.

(3) Each such registered land-holder as aforesaid shall be entitled to one vote, but in no case shall voting by proxy be allowed.

(4) On Wednesday, the 5th day of December, 1888, there shall be an election of three members, one of whom shall retire on the 31st of December, 1889, one on the 31st of December, 1890, and the 31st of December, 1891. The elected member who has polled the smallest number of votes shall retire first, the one who has polled the next largest number of votes shall retire next, and the member who has polled the largest number of votes shall retire last. In the case of equality of votes, or if only three candidates are nominated, the order of retirement shall be determined by lot amongst the three elected candidates in such manner as may be agreed upon by them.

(5) In order to fill up the vacancy caused by the retirement of a member at the termination of his term of office an election shall be held on the first Wednesday in the month of December in each year of a member to serve for the three years then next ensuing, which shall be conducted in the mode herein provided.

(6) The election shall be conducted under the direction of the official members of the municipal council, and in the presence of at least three of the said official members who shall act as judges thereof, and, after the polls are closed, shall count the votes and shall declare the candidates having the largest number of votes to be duly elected.

(7) The voting shall be by ballot. Each voter at the election shall present to the judges thereof a piece of paper with the name or names of the candidate or candidates of his choice written or printed thereon. These ballots, at the time they are received, shall be deposited by the said judges in a closed box, to be provided for that purpose, and there kept till the time fixed for the close of the poll, when they shall be taken out to be counted.

(8) The office of a member shall be vacated by his death or resignation, or by his ceasing during the term of his tenure of office to be a registered land-holder.

When a vacancy occurs from any of these causes the remaining members of the council may elect any qualified person to fill the office till the next yearly election, when the vacancy shall be filled up in accordance with these rules. The person then elected shall retire at the termination of the term of office of the member in whose stead he shall have been elected.

[SEAL.]

HUGH A. DINSMORE,
Minister Resident of the United States.

[SEAL.]

COLLIN DE PLANCY,
Commissaire du Gouvernement France.

[SEAL.]

YUAN SIE KWAI,
H. I. C. M. Resident by S. Y. T.

[SEAL.]

KONDO MASUHI,
Chargé d'Affaires de S. M. l'Empereur du Japon.

[SEAL.]

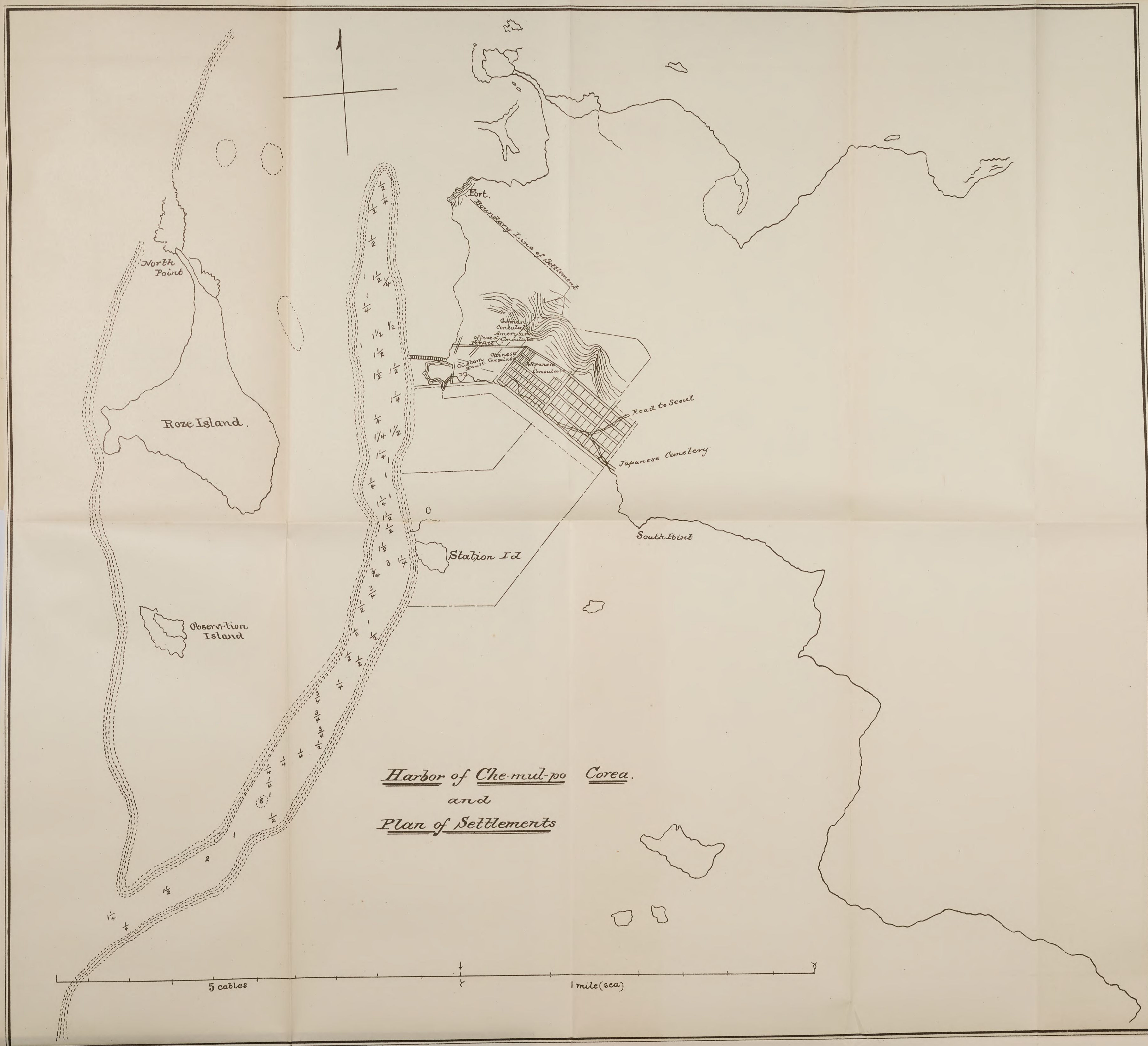
COLIN M. FORD,
H. B. M., Acting Consul-General.

[SEAL.]

F. KRIEN,
Consul of the German Empire.

Seoul, the 21st day of November, 1888.

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LETTER
FROM
THE SECRETARY OF WAR,

TRANSMITTING,

In response to Senate resolution of January 3, 1889, information relative to services of volunteers in the Nez Percé war.

JANUARY 22, 1889.—Referred to the Committee on Foreign Relations and ordered to be printed.

WAR DEPARTMENT,
Washington City, January 21, 1889.

The Secretary of War has the honor to transmit to the United States Senate a report of the 21st instant from the Adjutant-General, together with copies of all records and papers on file in this Department relative to the services of volunteers from Washington and Idaho Territories in the Nez Percé Indian war of 1877; the same being furnished in response to Senate resolution of the 3d instant, calling for this information.

WILLIAM C. ENDICOTT,
Secretary of War.

The PRESIDENT PRO TEMPORE *United States Senate.*

ADJUTANT-GENERAL'S OFFICE,
Washington, January 21, 1889.

SIR: I have the honor to return herewith Senate resolution of the 3d instant, directing the Secretary of War to transmit to the Senate copies of all records and papers on file in his Department relative to the service of volunteers from Washington and Idaho Territories in the Indian war of 1877, commonly known as the Nez Percé war, together with information as to the number and names of such volunteers, officers, and privates, respectively, the period or periods of service, and whether any payments, and if so what amount and when, had been made for such service, referred to this office for report, and to transmit copies of such records and papers bearing upon the subject in question as appear to be of record in this office.

I am, sir, very respectfully, your obedient servant,

J. C. KELTON,
Assistant Adjutant-General.

The SECRETARY OF WAR.

COPIES OF CORRESPONDENCE, ORDERS, ETC., IN RELATION TO SERVICES OF VOLUNTEER FORCES FROM WASHINGTON AND IDAHO TERRITORIES DURING THE NEZ PERCÉ WAR OF 1877.

[Telegram.]

BOISÉ CITY, IDAHO, *June 19, 1877.*

WAR DEPARTMENT,
Washington:

Disastrous Indian war begun. No Territorial law creating militia. Only twenty regulars here. I want authority to organize, mount, and provision volunteers at Government charge. Immediate action necessary.

M. BRAYMAN,
Governor.

[Telegram.]

HEADQUARTERS ARMY OF THE UNITED STATES,
Washington, D. C., June 20, 1877.

General I. McDOWELL,
Commanding Division San Francisco, Cal.:

Governor of Idaho telegraphs Secretary of War asking authority to organize militia, and calling for arms, ammunition, and supplies generally. He has answered that he has no authority to grant the latter, but that General Howard will be authorized to issue, at his discretion, under the act approved July 3, 1876, muskets of old pattern, not to exceed five hundred, and ammunition, under the amendment approved March 3, 1877, not to exceed fifty rounds. See the acts quoted in General Orders 61 of 1876.

W. T. SHERMAN,
General.

EXECUTIVE DEPARTMENT,
Idaho Territory, Boisé City, Idaho, June 17, 1877.

SIR: To-day I telegraphed you for authority to mount and subsist volunteers for immediate service. I have arms and ammunition heretofore drawn from the United States.

Thus far, I regret to say, Idaho has refused to organize a militia. We have no law on the subject. Though having custody of the ordnance stores, I have, strictly, no authority to use them, nor the control of a dollar. There has been and is a painful reluctance here to a practical recognition of an obligation to organize under law or to serve under officers commissioned by the United States; yet, in the presence of the great danger I have assumed the responsibility of organizing volunteer companies. The first is now electing its officers. I shall commission and arm. Rations, horses, forage, etc., I can not furnish; neither can I pledge the Territory or the United States to pay.

General Howard is at Lapwai, paralyzed by an overwhelming force, which he can not check. Major Collins has only 20 men to hold Fort Boisé; none for the field. A band of Indians, evidently hostile, and waiting, is 60 miles south of us. All appear to be in concert. There is unquestionably heavy work at hand. Those who know the Indians and speak their language anticipate a general rising of hostile tribes, several thousand strong.

The Department is doubtless better informed than I, and will meet the emergency. Meantime I need authority for immediate action. Having filled commands in the Army from 1861 to 1865 I think I can appreciate the gravity of the situation, and apply means judiciously.

Very respectfully, your obedient servant,

M. BRAYMAN,
Governor.

The SECRETARY OF WAR,
Washington City, D. C.

Respectfully referred to the Adjutant-General, who will please send a copy of this communication to the Chief of Ordnance, and telegraph to the governor of Idaho that his communication has this day been received, and ask him if he desires action upon it.

By order of the Secretary of War.

H. T. CROSBY,
Chief Clerk.

JUNE 30, 1877.

[Telegram.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, June 30, 1877.

The GOVERNOR OF IDAHO,
Boisé City :

Your letter of June 17 to Secretary of War, relative to Territory refusing to organize a militia and your having assumed the responsibility of organizing volunteers, has this day been received.

Do you desire action on it?

THOMAS M. VINCENT,
Assistant Adjutant-General.

EXECUTIVE DEPARTMENT AND HEADQUARTERS

GENERAL ORDERS }
No. 1. }

IDAHO VOLUNTEERS,
Boisé City, Idaho, June 19, 1877.

(1) A disastrous Indian war having begun, resulting already in the massacre of many citizens and the devastation of a portion of the Territory, it becomes necessary that instant and ample preparation be made to restore the peace.

(2) To this end the governor, in virtue of his authority as commander-in-chief, will proceed to organize companies and regiments of volunteers in the various counties, by voluntary enlistment and organization, of able-bodied fighting men.

(3) Companies will consist of sixty-six men, rank and file; but on the enrollment of forty men a company may organize and fill up the ranks as occasion may permit.

(4) Each company, on organizing, forty or more, may elect its own officers and non-commissioned officers, whose official character will be recognized by commission or otherwise.

(5) Upon filing muster-roll and certificate of the due election of officers, and when commissioned, the governor will furnish to each company the necessary arms, ammunition, and equipments from the ordnance stores heretofore received from the United States arsenals; the commissioned officers to receipt therefor and become responsible for the proper use and safe return of the same, when so ordered.

(6) Such companies and regiments shall be subject to the orders of the commander-in-chief, according to military usage, and may be disbanded when no longer needed for public service.

(7) As these military organizations are to be voluntary and without direct and special authority of any law, their efficiency will depend on the honor and patriotism of their individual members, and the ability, integrity, and skill of their officers. Let none but faithful and brave men enlist, and none but careful, gallant, and honorable officers be elected.

(8) The commander-in-chief has no fund for war purposes, and thus far no authority to pledge the Territory or the United States for payment. Each man must await the usual appropriation for such emergencies.

(9) The secretary of the Territory will perform the usual duties of adjutant-general of the militia, under orders of the commander-in-chief.

(10) First Lieut. John Hailey, Company A, First Regiment Idaho Volunteers, is detailed for duty as ordnance officer and quartermaster, in aid of the commander-in-chief. He will have charge of the arms and ordnance stores, and of the procuring of supplies and of their care and disposal—giving vouchers or receipts for the same—those furnishing to await payment as indicated in paragraph 8, hereof.

(11) As all accounts either against the United States or the Territory will be subject to strict examination and audit, they must be made full, fair, and reasonable, as respects quality, quantity, and cost.

(12) Commanding officers are imperatively enjoined to see that ammunition is issued only in necessary quantities, and that none be consumed except in case of necessity, under proper orders, and for the public service; none are at liberty to use it for sport or private use, but for the public defense only.

(13) Officers or leaders of independent and unorganized parties who are furnished with arms, as well as organized companies, will be expected to forward to headquarters prompt reports and information of movements.

M. BRAYMAN,
Governor and Commander-in-Chief.

E. J. CURTIS,
Secretary and Adjutant.

Respectfully referred to the Secretary of War.
By direction of the President:

O. L. PRUDEN,
Secretary.

EXECUTIVE MANSION, July 2, 1877.

EXECUTIVE DEPARTMENT, IDAHO TERRITORY,
Boisé City, Idaho, June 22, 1877.

SIR: Referring to my dispatch and letter of the 19th (the letter misdated 17th) and your dispatch of the 20th June instant:

Since that time I have organized four volunteers, armed, officered, and equipped them, and sent to apparently exposed points arms for squads of citizens without awaiting formal organization. In all about 500 stand of arms have been distributed.

Serious fears existed of hostilities on the part of a band of Indians, who, leaving their reservation in Nevada, had encamped on the Owyhee south of Snake River, having no proper business or right to be in Idaho. To meet this possible exigency I have armed the people of the Boisé and Snake River Valleys, fronting the danger. Since then conferences with Chief Winnemucka, by telegraph to Silver City, afford assurances that these men do not meditate hostilities, and Winnemucka will be here in half an hour to give personal assurance.

Several hundred Indians heretofore friendly—Snakes, Bannocks, Shoshones, and Boisé—being on Camas Prairie, Alturas County, 100 miles easterly, I dispatched messengers who returned with several chiefs, who during a stay of two days satisfied me of their good disposition. I learn that both these bodies of Indians have been solicited to join those in arms in the north. But the effort failed, and there is apparent no danger for middle and southern Idaho, unless Indian successes over General Howard in the north should induce the young braves, who are not under good control of these chiefs, to break away.

I have sent a small squad of thirty volunteers up to Indian Creek at the head of the Weiser Valley to convoy arms, and if necessary to aid your forces in rescuing the threatened settlements.

I was before aware of the want of direct authority of law in your Department to grant the request of my dispatches, and only made it under doubt of the purpose of the Indians in my vicinity, and the knowledge of the then helpless condition of General Howard—himself unable to afford aid. No inconvenience followed, except the necessity of my assuming responsibilities not provided by Territorial law. No United States troops are asked for here, and if, in the battle now approaching in the north, our forces sustain themselves the disturbance may soon end.

Very respectfully, your obedient servant,

M. BRAYMAN,
Governor.

Hon. GEORGE W. McCRARY,
Secretary of War, Washington City.

WAR DEPARTMENT,
Washington City, July 12, 1877.

SIR: I have the honor to transmit for your information a copy of an extract from a letter from the Governor of Idaho Territory, dated June 2, last, concerning the condition of Indian affairs in that Territory, and of his action for the protection of settlers.

Very respectfully, your obedient servant,

H. T. CROSBY,
Chief Clerk (for the Secretary of War, and in his absence).

The SECRETARY OF THE INTERIOR.

[Confidential.]

HDQRS. MILITARY DIVISION OF THE PACIFIC
 AND DEPARTMENT OF CALIFORNIA,
San Francisco, June 28, 1877.

SIR: The general commanding, with the view of hereafter facilitating a speedy and just settlement of all claims of citizens of Oregon and Idaho Territory for services rendered in connection with the present Indian hostilities, or for damage sustained by acts of the Indians, suggests to you the importance of designating some officer of your command to make it a special duty to collect all information, and from every source, in respect to service rendered and losses sustained during present hostilities. If the governors of Oregon and Idaho will permit him to obtain copies of all the rolls of all volunteer companies, he should verify them to see that those whose names are enrolled are present, and keep copies of the same; should ascertain by personal inspection or inquiry, or by correspondence with the postmasters and sheriffs, the names of those who have suffered losses of buildings, grain, hay, and stock, and the extent of the loss and its present valuation. He should make note of every report he hears,

and of every statement that is published in respect to the questions involved, and verify them so far as may be possible.

Care should be taken to separate the losses which occur by the acts of Indians, and those which arise from people abandoning their homes far from the scene of hostilities through fear, leaving their property unprotected.

In a country so thinly peopled as the scene of present hostilities much information of the kind suggested can be obtained; enough certainly to enable the Government to act understandingly in reference to claims that will be presented after this Indian war is over, and secure payment of just ones without unnecessary delay.

Very respectfully, your obedient servant,

J. C. KELTON,

Lieutenant-Colonel, Assistant Adjutant-General.

COMMANDING OFFICER,

Department of the Columbia, Portland, Oregon.

NOTE.—The general commanding suggests that one or more of the paymasters of the Department of the Columbia might be detailed on this duty, as for some months there will be no payments made to troops.

J. C. KELTON,

Assistant Adjutant-General.

(Similar instructions given to Captain Bradley, assistant quartermaster, ordered to Boise.)

SPECIAL ORDERS, }
No. 108. }

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
Portland, Oregon, August 6, 1877.

* * * * *

(2) Maj. Reginald H. Towler, paymaster, having complied with paragraph 1, Special Order No. 97, from department headquarters, dated Portland, Oregon, July 18, 1877, will remain at Lewiston, Ind. T., and without delay enter upon the discharge of the duty indicated in a communication dated at division headquarters, June 28, 1877, a copy of which communication has been furnished Major Towler as his instructions and for his guidance.

On completion of this duty Major Towler will submit a detailed report to the assistant adjutant-general.

By command of Brigadier-General Howard.

H. CLAY WOOD,

Assistant Adjutant-General.

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
Portland, Oregon, September 27, 1877.

SIR: In view of your recent investigations relative to the losses of citizens during the late Indian depredations, I have respectfully to request information if you obtained a list of the names of the members of Capt. Ed. McConville's company of Lewiston volunteers; also the names of Capt. George Hunter's company of Dayton volunteers.

If so, will you please furnish this office copies of the same?

Very respectfully, your obedient servant,

H. CLAY WOOD,

Assistant Adjutant-General.

Maj. JAMES P. CANBY,

Paymaster, Portland, Oregon.

[First indorsement.]

PORTLAND, OREGON, *September 27, 1877.*

Respectfully returned to the Assistant Adjutant-General, Department of the Columbia, with the information that Maj. R. H. Towler, who was directed to remain at Lewiston and collect information under instructions from division headquarters, has a copy of the rolls of Captain McConville's Company. I have nothing on record in reference to Dayton Volunteers.

JAS. P. CANBY,

Paymaster, U. S. Army.

VOLUNTEERS IN NEZ PERCÉ WAR.

[Second indorsement.]

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
Portland, Oregon, September 28, 1877.Respectfully referred to Maj. R. H. Towler, paymaster, for report.
By command of Brigadier-General Howard.H. CLAY WOOD,
Assistant Adjutant-General.

[Third indorsement.]

PORTLAND, OREGON, September 29, 1887.

Respectfully returned to Assistant Adjutant-General, Department of the Columbia, with the original rolls of Captain McConville's A Company of Lewiston Volunteers, and Captain Hunter's A Company of Columbia County Volunteers.

R. H. TOWLER,
Paymaster, U. S. Army.PAY DEPARTMENT, U. S. ARMY,
Portland, Oregon, November 26, 1877.

SIR: I have the honor to report that in obedience to instructions received at Lewiston, Idaho, dated July 27, 1877, and comprised in paragraph 2, Special Orders No. 108, Headquarters Department of the Columbia, dated Portland, Oregon, August 6, 1877, I made every effort to obtain the rolls of the different volunteer organizations that were in the field engaged against the hostile Nez Percés Indians, and that I obtained the following:

Capt. E. McConville's, designated as Company A, Lewiston Volunteers. Capt. George Hunter's, designated as the Columbia County or Company A, Washington Territory Volunteers, and Pataha Rangers, under Capt. John W. Elliott. The rolls of the first two enumerated companies were forwarded to you in a communication bearing date September 28, and the roll of the latter is herewith inclosed.

I endeavored, to the best of my ability, to find any person who had suffered losses by reason of depredations committed by the hostile Nez Percés in the district assigned me by the above referred to instructions, but was unable to discover any such.

Respectfully, your obedient servant,

R. H. TOWLER,
Paymaster, United States Army.The ASSISTANT ADJUTANT-GENERAL,
Department of the Columbia, Portland, Oregon.*Lewiston Volunteers.*

Names.	Rank.	Residence.	Date of enrollment.	Muster out of service.
Ed. McConville.....	Captain.....	Lewiston.....	June 28...	August 28.
Martin Williams.....	First lieutenant.....	do.....	do.....	Do.
Randolph Keen.....	First sergeant.....	do.....	do.....	Do.
William Denney.....	Corporal.....	do.....	do.....	Do.
Henry Archer.....	Private.....	do.....	do.....	July 29.
W. S. Stafford.....	do.....	do.....	do.....	July 20.
James Mustard.....	do.....	Union Flat.....	do.....	August 28.
George Pitt.....	do.....	Sacramento Valley, Cal.....	do.....	Do.
J. Carlton.....	do.....	Lewiston.....	do.....	Do.
Henry Pohlson.....	do.....	do.....	do.....	Do.
W. G. Ritchie.....	do.....	do.....	do.....	July 20.
G. E. Colwell.....	do.....	do.....	do.....	Do.
Oliver Wishard.....	do.....	do.....	do.....	Do.
Albert Wisner.....	do.....	do.....	do.....	Do.
Thomas Normon.....	do.....	Paradise Valley.....	do.....	August 28.
George Gaunt.....	do.....	Lewiston.....	do.....	Do.
Robert Bruce.....	do.....	Colfax, Wash.....	do.....	July 20.
George Bickle.....	do.....	Watertown, N. Y.....	do.....	August 28.
Howard Ridgley.....	do.....	Walla Walla.....	July 20.....	Do.
John Maxin.....	do.....	Lewiston.....	do.....	Do.
Charles Adams.....	do.....	Humboldt Bay, Cal.....	do.....	Do.
George Ogelsby.....	do.....	Paradise Valley.....	do.....	Do.
James Salie.....	do.....	Dayton, Wash.....	do.....	July 29.
J. S. Pintler.....	do.....	do.....	June 28.....	August 28.
Richard Roberts.....	do.....	Lewiston.....	August 3.....	Do.
Raymond Arrant.....	do.....	do.....	July 29.....	Do.
Perry Sherwin.....	do.....	Slate Creek, Idaho.....	do.....	Do.
Peter Davis.....	do.....	Lewiston.....	July 20.....	Do.

VOLUNTEERS IN NEZ PERCÉ WAR.

7

Company A, Columbia County Volunteers.

Name and rank.	Residence.	Age.
OFFICERS.		
Capt. George Hunter	Dayton, Wash	42
First Lieut. Levi Watrous	do	44
Second Lieut. John T. Ford	do	28
First Sergt. Thomas H. Crawford	do	29
Second Sergt. Charles N. Clark	do	25
Third Sergt. Milton F. Morgan	do	26
Fourth Sergt. John H. Long	do	22
Fifth Sergt. Joseph F. Hafl	Paradise Valley, Wash	22
First Corporal Isaac J. Scribner	Dayton, Wash	23
Second Corporal Fred. Kenoyer	do	22
Third Corporal William C. Vaughn	do	28
Fourth Corporal George C. Bickers	do	26
PRIVATES.		
Martin R. Adams	Dayton, Wash	23
Wiley Baldwin	do	22
James W. Butler	do	25
Jerome R. Castle	do	21
Samuel Dillman	Paradise Valley, Wash	23
Newton Davis	Dayton, Wash	22
Dennis L. C. Edmundson	do	20
Thomas S. Edmonson	do	22
Willis E. L. Ford	Walla Walla, Wash	21
Clarence W. L. Ford	do	19
Lathan P. Freeman	Paradise Valley, Wash	23
William L. Grote	do	17
Byron L. Gates	Dayton, Wash	22
Nineveh Hatley	Walla Walla, Wash	31
Andrew J. Harris	Dayton, Wash	29
George C. Kenoyer	do	20
Theodore Lowery	do	18
Thomas Norman	do	23
Jasper N. McLain	do	22
Linga G. Sparks	do	20
Salathiel Stephens	do	22
Alfred B. Standifield	do	23
Howard B. Kielyley	do	19
James N. Turner	do	35
Louis M. Tidwell	do	25
James A. Woodward	do	20
Frank C. White	do	22
John C. Zumalt	do	28
H. L. Thomas	do	42
John Wriss	do	37

Pataha Rangers.

Names.	Age.	Residence.	How armed.	Amount of ammunition.	Remarks.
Capt. John W. Elliott ..	30	Pataha .....	.....	.....	.....
Eugene S. Wilson *	24	do	Shotgun .....	.....	At Pataha.
Ambrose A. Owsley	34	do .....	.....	.....	No gun.
Theodore W. Owsley ..	28	do .....	.....	.....	Do.
Homer Bounds	21	do	Target gun (20 pounds) ; one C. revolver.	16 rounds gun ; 12 revolver.	.....
Pollard Bounds	20	do	One revolver	No ammunition ..	No gun.
Robert Short	18	do .....	.....	.....	Do.
H. Elliott *	24	do .....	.....	.....	At Pataha.
Frank McBreardy	21	do	Spencer carbine ; revolver.	33 rounds ; 12 rounds.	.....
John M. Wilson	24	do	Henry rifle	50 rounds .....	.....
John M. Sallee	23	do	Winchester	180 rounds .....	.....
Daniel McKay	24	do	Ballard carbine ..	55 rounds .....	.....
John Chenpbale	28	do .....	.....	.....	No gun.
Samuel Shawley	18	do	Spencer carbine ..	6 rounds	No money.
Charles Shearer	17	do .....	.....	.....	No gun.
Edward Coe	23	do	Revolver	6 rounds	Do.
W. B. Tweedy *	30	do .....	.....	.....	Do.
Robert Bruce	42	do .....	.....	.....	Do.
Lewis Tewalt	24	do .....	.....	.....	Do.
Thomas Cumpacker ..	18	do .....	.....	.....	Do.
Newton Thomas	32	do	Spencer carbine ..	100 rounds .....	.....
Henry C. Able	45	do	Winchester	30 rounds .....	.....
Henry Vaughan	22	do	Revolver	30 rounds .....	.....
J. N. Elsdge	32	do .....	.....	.....	Do.
George Pitt	23	do .....	.....	.....	Do.
John Bule	32	do	Muzzle-loader ; re- volver.	30 rounds ; 40 rounds.	No horse.
Daniel Williams	20	do	Double-barrel shotgun.	.....	Treble bar.
Frank Cartwright	23	do .....	.....	.....	.....

* Absent.

Special Field Orders, { HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
No. 20. { IN THE FIELD, CAMP HAUGHEY, ON SALMON RIVER,
Near Mouth of White Bird Creek, Idaho, June 29, 1877.

* * * * *

(5) Capt. George Hunter, commanding the Dayton Volunteers, will report with his company to Capt. Marcus P. Miller, Fourth Artillery, for duty.

* * * * *

By command of Brigadier-General Howard.

M. C. WILKINSON,
First Lieutenant, Third Infantry, Aide-de-Camp.

Special Field Orders, { HEADQUARTERS DEPARTMENT OF THE COLUMBIA
No. 21. { IN THE FIELD, CAMP HAUGHEY, ON SALMON RIVER,
Near mouth of White-Bird Creek, Idaho, June 30, 1877.

Capt. E. McConville, with his company (A) of Lewiston Volunteers, eighteen men, having reported this day for duty at these headquarters, is hereby ordered to report to Capt. Joel G. Trimble, First Cavalry, at Slate Creek, Idaho, without delay.

By command of Brigadier-General Howard.

M. C. WILKINSON,
First Lieutenant, Third Infantry, Aide-de-Camp.

Field circular.] HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
IN THE FIELD, CAMP ON SALMON RIVER,
Near Mouth of White Bird Creek, July 1, 1877.

This command will march at 5 a. m. to-morrow, with four days' rations, towards Little Salmon River.

Reveille at 3 a. m. Capt. Marcus P. Miller's battalion of artillery will lead the

advance. Capt. George Hunter with his company of Dayton Volunteers will report to Captain Miller for an advance guard.

Capt. Joel C. Trimble, upon junction with this command, will report to Captain Miller for orders.

Headquarters will follow Captain Miller's command.

By command of Brigadier-General Howard.

M. C. WILKINSON,
First Lieutenant, Third Infantry, Aide-de-Camp.

Special Field }
Orders, No. 22. }

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
IN THE FIELD, CAMP ON SALMON RIVER,
Near Mouth of White Bird Creek, Idaho, July 1, 1877.

* * * * *

(3) Capt. George Hunter, commanding Dayton Volunteers, will at 6 a. m. make a reconnaissance in the direction of Pittsburgh Landing, examining the country thoroughly as he proceeds, especially in the direction of Joseph's reported encampment.

* * * * *

By command of Brigadier-General Howard.

M. C. WILKINSON,
First Lieutenant, Third Infantry, Aide-de-Camp.

Official.

J. A. SLADEN,
Aide-de-Camp.

[Telegram.]

BOISÉ CITY, IDAHO, *July 2, 1877.*

General THOMAS M. VINCENT,

Assistant Adjutant-General, Washington, D. C.:

I desire no action now; will write; refer mine of twenty-sixth; no trouble in this neighborhood.

M. BRAYMAN.

SPECIAL FIELD ORDERS, No. 23.

HDQRS. DEPT. OF THE COLUMBIA, IN THE FIELD, CAMP RAINS,
Junction of Rocky Canyon and Canoe Encampment Trails, Idaho, July 4, 1877.

(1) Capt. E. McConville, commanding Company A, of Lewiston Volunteers, will proceed, via Rocky Canyon, to Cottonwood, Idaho, reporting upon his arrival there to the commanding officer. As soon as his services can be dispensed with, Capt. E. McConville, with his company, will return to Lewiston, Idaho, or to general commanding in the field, if they prefer to do so. The senior officer will command en route to Cottonwood.

(2) Capt. George Hunter, commanding company of Dayton Volunteers, will proceed, via Rocky Canyon, to Cottonwood, Idaho, reporting upon his arrival there to the commanding officer. As soon as his services can be dispensed with on reaching Lewiston, Idaho, Captain Hunter, with his company, is hereby relieved from duty with this command. The senior officer will command en route to Cottonwood.

(3) For the soldierly qualities and the singularly faithful conduct of Capt. E. McConville and his company of Lewiston volunteers, during the past few days of incessant duty in the face of a wily and dangerous foe, the commanding general of the department hereby expresses his appreciation and sincere thanks.

(4) The commanding general of the department takes this opportunity to convey to Capt. George Hunter, commanding Dayton volunteers, and the individual members of his company, his thanks for the hearty, prompt, and energetic manner in which they have responded to every call to duty during the period in which they have served in his command. Often sent in the advance under the most trying circumstances, they have never failed to answer cheerfully every demand to perilous duty.

By command of Brigadier-General Howard:

M. C. WILKINSON,
First Lieutenant Third Infantry, Aide-de-Camp.

Official:

J. A. SLADEN,
Aide-de-Camp.

[Telegram.]

OLYMPIA, WASH., July 7, 1877.

Hon. GEO. W. McCrARY,
Secretary of War, Washington, D. C.:

If this Territory is entitled to more arms under act of 1808, I desire our full quota in carbines and ammunition and accouterments; therefore if we have received our quota I desire arms, etc., under acts of 1876 and 1877. Indian matters look very serious in our eastern counties. Stock has been driven off, other depredations committed, and settlers threatened; many have taken refuge at Walla Walla, others are congregated together and fortified; the situation, in my opinion, is very critical. General Howard can afford us no aid. I will go to Walla Walla immediately and place arms in the hands of settlers or raise volunteers. Dispatches sent here will be forwarded to me.

E. P. FERRY,
Governor.

[First indorsement.]

WAR DEPARTMENT, ADJUTANT GENERAL'S OFFICE,
Washington, July 9, 1877.

Respectfully referred to the Chief of Ordnance, for remark as to arms, if any due. If there are none due it is proposed to instruct General McDowell as was done relative to request of the Governor of Oregon, by telegram from the Secretary of War June 22, a copy of which was sent the Chief of Ordnance.

By direction of the President.

THOMAS M. VINCENT,
Assistant Adjutant-General.

[Second indorsement.]

ORDNANCE OFFICE, WAR DEPARTMENT,
Washington, July 9, 1877.

Respectfully returned to the President of the United States.

Under the law of 1808 for arming and equipping the militia, I have telegraphed orders to Vancouver Arsenal to issue to the governor of Washington Territory two hundred carbines, ammunition, and accouterments, on his requisition, exhausting the allowance due on the Territory's quota. Also to issue to him, under the law of 1876 as amended in 1877, five hundred arms, accouterments, and ammunition, on his giving the bond prescribed by law. Governor Ferry has been advised of this action by telegraph to him at Walla Walla.

S. V. BENÉT,
Brigadier-General, Chief of Ordnance.

[Telegram.]

HEADQUARTERS OF THE ARMY, ADJUTANT-GENERAL'S OFFICE,
Washington, July 10, 1877.

Major-General MCDOWELL,
San Francisco, Cal.:

The governor of Washington Territory asks for arms and ammunition. The President, in absence of the Secretary of War, directs that you will cause them to be furnished upon governor's requisition, as provided by joint resolution of July 3, 1876, and March 3, 1877.

The Chief of Ordnance has sent instruction to Vancouver Arsenal, and also to issue to the governor the amount of arms, ammunition, and accouterments due on the Territory's quota under the law of 1808.

THOMAS M. VINCENT,
Assistant Adjutant-General.

[Telegram.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, July 10, 1877.

GOVERNOR OF WASHINGTON TERRITORY,
Olympia:

Referring to your telegram of 7th to Secretary of War, please make your requisition for arms and ammunition under joint resolutions of July 3, 1876, and March 3, 1877,

upon Major-General McDowell, to whom instructions from President, in absence of Secretary, have been communicated.

Instructions have been sent to Vancouver Arsenal as to what is due under act of 1808.

THOMAS M. VINCENT,
Assistant Adjutant-General.

[Telegram.]

HEADQUARTERS MILITARY DIVISION OF THE PACIFIC,
DEPARTMENT OF CALIFORNIA,
San Francisco, Cal., July 12, 1877.

The SECRETARY OF WAR,
Washington, D. C.:

The following just received, dated Lewiston, July 11, forwarded from Portland to-day:

"In the absence of General Howard, who is beyond my reach, I think General McDowell should be informed that I have reliable information that Joseph's band has lately received considerable accession and it is feared many other reservation Indians will join him. I would suggest that 200 Washington Territory or Oregon troops be called for immediately to prevent this and the damage that may follow during absence of troops, until they can be replaced by regular troops.

"SULLY."

Colonel Sully, who sends this dispatch, is an old officer of much service in Indian warfare and in the Department of the Columbia, and I do not feel at liberty to disregard his appeal. In some way unaccountable to me the Second Infantry ordered here a week ago has not yet started. I send to-morrow every man I have been able to scrape together this side of Arizona, and altogether the four skeleton companies do not amount to a hundred men. Under these circumstances I approve the suggestion to call out for a limited time 200 volunteers from Oregon and Washington Territory.

MCDOWELL,
Major-General.

(First Indorsement.)

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, July 13, 1877.

Respectfully returned to the Secretary of War, inviting attention to the copy of a telegram herewith inclosed, based on verbal instructions to the undersigned from the President, after consideration of the subject in Cabinet.

A copy of the telegram to General McDowell has been submitted to the President for his information.

THOMAS M. VINCENT,
Assistant Adjutant-General.

[Telegram.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, D. C., July 13, 1877.

Major-General MCDOWELL,
San Francisco:

Your telegram of yesterday to the Secretary of War, approving suggestion to call 200 volunteers for a limited time, has been received.

You are authorized by the President to make requisition on the governor of Oregon or the governor of Washington Territory for 200 volunteers; and the President rests it in your discretion to extend the number to 500 if you deem it necessary. Specify in your requisition the period of service, adding, "unless sooner discharged."

The organization of companies must conform to the legal organization of the regular Army, and the muster-in must be governed by the mustering regulations.

Detail careful and discreet officers to make the musters. The President desires that great care be exercised, so as to apply all necessary checks looking to the protection of the public interest.

Please acknowledge receipt.

THOMAS M. VINCENT,
Assistant Adjutant-General.

[Telegram.]

WAR DEPARTMENT, ADJUTANT GENERAL'S OFFICE,
Washington, July 13, 1887.

Major General McDOWELL,
San Francisco:

Referring to portion of your telegram to the Secretary of War of 12th, that "in some way unaccountable to me (you) the Second Infantry, ordered here a week ago, has not yet started," please see my telegram of 11th, stating that delay was due to difficulty in arranging transportation from Atlanta to Saint Louis.

We expect full information as to the difficulty, and you will be informed.

VINCENT,
Assistant Adjutant-General.

WAR DEPARTMENT,
Washington City, July 13, 1877.

SIR: I have the honor to transmit herewith, for the information of the President, copy of dispatch just received. The Department has always objected to the employment of volunteers, unless the necessity was of an immediate character and the danger imminent.

I also inclose copy of dispatch to General McDowell, dated yesterday, informing him of the situation of the Second Infantry and their progress to the West.

Very respectfully, your obedient servant,

H. T. CROSBY,
Chief Clerk, for the Secretary of War in his absence.

Col. W. K. ROGERS,
Executive Mansion.

P. S.—The Secretary of War is now at Keokuk, Iowa.

HEADQUARTERS OF THE ARMY,
 ADJUTANT-GENERAL'S OFFICE,
Washington, July 13, 1877.

The COMMANDING GENERAL,
Military Division Atlantic, New York, N. Y.:

SIR: I have the honor of inclosing a copy of a telegram of this date to Major-General McDowell, commanding Military Division of the Pacific, relating to delay in movement of the Second Infantry, and to request, for the information of the Secretary of War and the General of the Army, that the facts connected with the difficulty in arranging for the transportation may be communicated at your convenience.

I am, sir, very respectfully, your obedient servant,

THOMAS M. VINCENT,
Assistant Adjutant-General.

[Telegram.]

SAN FRANCISCO, CAL., *July 13, 1877.*

ADJUTANT-GENERAL,
Washington, D. C.:

Your telegram conveying authority of the President to call on governor for volunteers received.

McDOWELL,
Major-General.

[Telegram.]

HEADQUARTERS MILITARY DIVISION OF THE PACIFIC
 AND DEPARTMENT OF CALIFORNIA,
San Francisco, Cal., July 14, 1877.

ADJUTANT-GENERAL OF THE ARMY,
Washington, D. C.:

I hasten to send, for the information of the Secretary and President, the following important telegram from my aid-de-camp, whom I had sent to General Howard:

FIELD, NEAR MOUTH OF COTTONWOOD CREEK,
7 p. m. *July 12* (via Walla Walla, *July 14*).

General McDOWELL,
San Francisco :

Have been with General Howard in the battle of to-day, which he reports in detail. I consider this a most important success. Joseph is in full flight westward. Nothing can surpass the vigor of General Howard's movement and action.

KEELER,
Aide-de-Camp.

My aid is an officer of experience in actual service and his judgment is entitled to consideration. I am therefore infinitely relieved and rejoiced to hear of his report of Howard's success, which comes most opportunely.

As the reservation Indians had been supposed wavering, if not disposed to join the hostiles, because of "Joseph's" first success, I think his defeat will tend to cause them to remain peaceful, and may make it unnecessary for me to act under the President's authority to call out volunteers for temporary service. I will at least defer action till I get Howard's report.

McDOWELL,
Major-General.

[Telegram.]

HEADQUARTERS OF THE ARMY,
Washington, July 14, 1877.

Major-General McDOWELL,
San Francisco :

Your valuable telegram relating to the success of General Howard received and duly submitted to the Secretary and President.

VINCENT,
Assistant Adjutant-General.

Field circular]

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
In the field, Camp Macbeth, July 14, 1877.

The cavalry column and the Mount Idaho volunteers will be ready to move to-morrow, Sunday, July 15, at 4 a. m., under the personal command of the commanding general.

By command of Brigadier-General Howard.

EDWIN C. MASON,
Major Twenty-first Infantry, Acting Assistant Adjutant-General.

OFFICE ASSISTANT QUARTERMASTER,
Boisé City, Idaho, July 18, 1877.

SIR: Referring to your letter of 28th ultimo, to commanding officer Department of the Columbia, concerning claims of citizens of Oregon and Idaho for services rendered in connection with present Indian hostilities or for damages sustained by acts of the Indians, copy of which was furnished me, I have the honor to report that I have made inquiries in accordance with instructions contained therein, and find that no damages have been sustained by any persons in this section of the country, the Indians, so far as known, having committed no depredations this side of Salmon River.

In a conversation with Governor Brayman he informed me that, although he had commissioned ten companies of volunteers, he had authorized only one company (A, Idaho Volunteers) to take the field. He understood that other companies of Idaho volunteers were in the field under General Howard, in the vicinity of Lewiston, but they were not there by his order, and had gone, so far as he knew, upon their own responsibility.

I inclose a copy of the muster-roll of Company A, Idaho Volunteers, above referred to, showing the number of men who were in active service, the period for which they served, expenses incurred, etc,

Very respectfully, your obedient servant,

GEO. W. BRADLEY,
Captain and Assistant Quartermaster.

The ASSISTANT ADJUTANT-GENERAL,
*Headquarters Military Division of the Pacific,
and Department of California, San Francisco, Cal.*

BOISÉ CITY, IDAHO, *July 7, 1877.*

To M. BRAYMAN,
Governor and Commander-in-Chief Idaho Volunteers :

I herewith submit my report for Company A, Idaho Volunteers :

No.	Rank and name.	No. of days in service.	No. of houses.
1	Capt. O. Robbins	18	2
2	First Lieut. John Hailey	18	.....
3	Second Lieut. John S. Gray	18	1
1	First Sergt. Charles Himrod	18	.....
2	Second Sergt. James Stout	18	.....
3	Third Sergt. Elias Downs	18	1
4	Fourth Sergt. D. L. Green	18	1
5	Second Corp. E. D. Leonard	18	1
6	Third Corp. Joseph Joyce	18	1
7	Fourth Corp. John Paynton	18	1
8	Private E. B. Gaylord	18	.....
9	Private Isaac B. Cleek	18	1
10	Private Owen Thompson	18	.....
11	Private John Campbell	18	.....
12	Private Charles Nelson	18	.....
13	Private Harry Russell	18	1
14	Private E. A. Hollister	18	.....
15	Private A. Jewell	18	1
16	Private H. Myres	18	.....
17	Private T. S. Beebe	18	.....
18	Private August Smith	18	1
19	Private E. B. Comley	18	.....
20	Private W. H. Oglesby	18	1
21	Private A. Rossé	18	.....
22	Private B. Frere	18	.....
23	Private Charles Green	18	1
24	Private George White	18	1
25	Private Peter Carney	18	.....
26	Private M. T. Dowling	18	.....
27	Private T. E. Logan	18	1
28	Private A. P. Turner	18	.....
29	Private J. M. Munden	18	1
30	Private George Bayley	18	.....
31	Private Thomas B. Smith	18	1
32	Private E. W. Beemer	18	1
33	Private G. W. Gess	18	2
34	Private C. J. Small	18	1
35	Private Jo. Rill	18	1
36	Private Bryan Farley	18	1
37	Private Peter H. Klussman	18	.....
38	Private Nelson Walling	18	1
39	Private L. S. Owens	18	1
40	Private J. H. Porttock	15	1
41	Private William Hammersley	15	1
	Jo. Perault .....	.....	1
	John Lemp .....	.....	1
	Joseph Misseld .....	.....	1
	J. D. Agnew .....	.....	1

Expenses on trip.

Capt. O. Robbins, from Indian Valley to Boisé	\$25. 00
Second Lieut. John S. Gray, horseshoeing	5. 00
Third Sergt. Elias Downs, flour, ferriage, and horseshoeing	6. 00

ORLANDO ROBBINS,
Captain Company A, Idaho Volunteers.

OFFICE ASSISTANT QUARTERMASTER,
Boisé City Idaho, *July 18, 1877.*

A true copy.

G. W. BRADLEY,
Captain and Assistant Quartermaster.

GENERAL FIELD ORDERS, }
No. 3. } *In the Field, Camp Alfred Sully, Ind. T.*

HEADQUARTERS DEPT. OF THE COLUMBIA,
July 23, 1877.

1. The hostile Indians, according to the latest information, having retreated via the Lolo trail towards Montana, leaving but a few families supposably concealed in the rocky fastnesses of the Snake and Salmon Rivers country, it is directed—

That two columns and a reserve shall operate as follows:

A. The right column, personally commanded by the department commander, consisting of the battalion of artillery under command of Capt. Marcus P. Miller, Fourth Artillery; the battalion of infantry commanded by Capt. Evan Miles, Twenty-first Infantry, and a battalion of four companies of cavalry under command of Maj. George B. Sanford, First Cavalry, will immediately, upon the arrival of Major Green's force from Boise, enter upon direct pursuit of the Indians over the Lolo trail. Objective point, Missoula City, Mont.

B. The left column, commanded by Col. Frank Wheaton, Second Infantry, consisting of his force of infantry, increased by a battalion of cavalry to be commanded by Colonel Cuvier Grover, First Cavalry, and composed as follows, viz:

Companies F (Perry's) and H (Trimble's) First Cavalry, and two companies (two hundred) of Washington Territory mounted volunteers, will proceed northward by way of Hangman's Creek and Coeur d'Alene Mission. Objective point, Missoula City, Mont.

The design of this column will be—

(1) A co-operation with the right column; frequent communications to be kept up by means of reliable couriers via the reserve column near Mount Idaho.

(2) By overawing malcontent Indians or occupying their attention to prevent any re-enforcements of the hostile Indians, and should the latter attempt to return through the Coeur d'Alene country to engage them.

(3) To quiet the fears and apprehensions of the settlers, that they may return to their peaceful pursuits.

(4) A cordial co-operation with the officials of the Interior Department in their endeavor to settle disputes and controversies between so-called friendly Indians and settlers.

Colonel Wheaton will as soon as practicable furnish the commanding officer of Fort Lapwai, Ind. T., with a small detachment of ten or fifteen men, and will leave a guard at Lewiston sufficient to protect the main depot.

Finally, recent indications of a concentration of fugitive hostile Indians on the Lolo trail having altered the department commander's original intention of pursuing this northern route in person, he desires that the commander of the left column exercise the greatest caution in the anticipation and prevention of complications tending to cause an increase of allies, either direct or indirect, to those Indians now actually at war.

C. The reserve column will be commanded by Maj. John Green, First Cavalry, and will consist of the troops from Boise, excepting the cavalry designated to accompany the right column, increased by Company L (Whipple's), and Company E (Winter's), First Cavalry, and a body of Warm Spring Indian scouts. Major Green will locate his main force at or near Croasdale's farm, Cottonwood Creek, protecting with at least one company and two pieces of artillery the subdepot at Kamiah, and maintaining a small outpost at Mount Idaho as a nucleus for the Mount Idaho and Grangeville Volunteers. He will closely watch by means of scouting parties and patrols the crossings of the south fork of the Clearwater River and Salmon River—*e. g.*, "the forks" Kamiah, Dunnwell's ferry, etc., on the former, and White Bird Creek, Rocky Cañon, etc., on the latter. The country between the Salmon and Snake River and beyond the forks of the south fork of Clearwater River will be thoroughly and constantly scoured by scouting parties; its most hidden recesses probed by the Warm Spring Indians, and any scouts, little parties, or hiding families left by the hostile Indians be captured and brought in. Major Green will forward promptly communications between the operating columns.

11. The right column will move well across the south fork of the Clearwater River so as to be ready to take its departure from the Wey-ipe Monday the 30th instant. Colonel Wheaton will endeavor to make the movement of the left column northward as nearly simultaneous with the movement of the right as possible.

It is desirable that any necessary delay in the left column take place as far northward (near the Coeur d'Alene country) as possible.

Each column will be supplied with twenty days' small rations, and will take with it a herd of as many steers as necessary. As a general rule forage will not be carried but will be obtained en route.

III. The Lewiston depot is designated as the main depot for the army in the field. The general staff will keep it well furnished with at least three months' supplies in advance.

By command of Brigadier-General Howard.

ROBERT H. FLETCHER,
First Lieutenant, Twenty-first Infantry, Acting Aide-de-Camp.

[Telegram.]

PORTLAND, OREGON, July 24, 1877.

ADJUTANT GENERAL,
Division Pacific, San Francisco :

Following just received, Lawyers Canon, Idaho Territory, July 21, via Lewiston 22, and Walla Walla 24—General McDowell: "Captain Throckmorton reports from Kamia this morning that Joseph's return stroke was a few hostiles coming back to gather up horses. The friendly Indians robbed and pursued them beyond the Weipe on Lolo trail, and declare that they have actually gone to the Buffalo country, with their families, two days before them. Stampeding reports and Sanford's non-arrival have caused me some delay. Major Keeler, who encouraged and helped us exceedingly, is on his way to you and will explain the detail of my plans. I hope our troops in Montana will be able to give Joseph such a blow as to destroy him or turn him back. All the volunteers who have come to the front have left me and gone home. Unless regularly organized for a definite time I can not depend on them beyond the immediate defense of their own homes.

"Major Keeler will explain to you the mistake which occasioned the newspaper accusations against Perry and Whipple. However enemies in the rear may abuse me, it is plain to the commonest observer that no false move has been made, and that a month's energetic campaigning has put things in this quarter into good condition. The troops now en route from Green and to Lewiston will, in my judgment, be sufficient to give quiet to this department. Should Joseph return he does it now at a great disadvantage; his real force appears to be already reduced at least one-half. We can positively account for seventy-five disposed of. Twenty-one warriors, besides women and children, reached Lapwai yesterday as prisoners. A commission ordered, but impracticable to complete trial now.

"HOWARD,
"Commanding."
SLADEN,
Aide.

HEADQUARTERS MILITARY DIVISION OF THE PACIFIC
AND DEPARTMENT OF CALIFORNIA,
San Francisco, Cal., August 3, 1877.

GENERAL: The division commander directs me to say that as you had, up to July 26, regarded your force, present and assembling, sufficient to contend with the hostile Indians in your department and had so reported, he thinks your acceptance of two hundred Washington Territory volunteers unnecessary.

So far as he can judge the need for such troops passed away with your defeat of Joseph's band on the 11th and 12th of July. He can not, therefore, approve of your action in this respect.

You do not report for what period you have accepted these mounted volunteers. Having accepted them he directs you muster them out of service at the earliest moment the immediate operations for which you wish them shall terminate.

Very respectfully, your obedient servant,

J. C. KELTON,
Lieutenant-Colonel, Assistant Adjutant-General.

Brig. Gen. O. O. HOWARD,
Commanding Department of the Columbia (care depot quartermaster, Lewiston, Idaho).

HEADQUARTERS MILITARY DIVISION OF THE PACIFIC
AND DEPARTMENT OF CALIFORNIA,
San Francisco, Cal., August 4, 1877.

The ADJUTANT-GENERAL, U. S. A.,
Washington, D. C. :

SIR: Under the President's authority to call for and accept volunteers from Oregon and Washington Territory, I had not thought it necessary to act, and so reported by telegraph July 14 ultimo.

A telegram from General Howard, dated July 24, informs me that he has accepted 200 volunteers from Washington Territory to accompany Colonel Wheaton's command, which was to have taken a northern route to Missoula, Mont., through the Coeur d'Alene country. From the assurance of General Howard (telegram July 21) "that the troops now en route would be sufficient," and for the reason given in my letter to him (copy inclosed), I have not only not approved of his action in accepting these volunteers, but have asked him to muster them out so soon as the operations for which they were intended terminate.

Copies of all communications referred to are herewith inclosed.

Very respectfully, your obedient servant,

IRVIN McDOWELL,
Major-General, Commanding Division and Department.

[First indorsement.]

ADJUTANT-GENERAL'S OFFICE,
Washington, August 16, 1877.

This will cause another heavy claim against the Government, for which an appropriation will be necessary by Congress. Keep till question comes up.

E. D. TOWNSEND.

[Telegram.]

PORTLAND, OREGON, July 26, 1877.

The ADJUTANT-GENERAL,
Division of the Pacific, San Francisco:

Following just received:

"HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
"Camp Fred. at Soule, Camas Prairie, July 24.—9 p. m.

"I have signified acceptance of 200 volunteers from governor of Washington Territory. Think I should have General McDowell's approval. They will rendezvoue at Colfax and accompany Second Infantry.

"HOWARD,
"Brigadier-General Commanding."
SLADEN,
Aid.

ANNUAL REPORT.

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
In the Field, Camp Ebstein, Henry Lake, Idaho, August 27, 1877.

COLONEL: For the information of General McDowell, and to enable him to mention our operations in his annual report, I will furnish such brief account as I can during an active campaign.

* * * * *

The 25th (June) I moved my command by two routes to Johnson's ranch, some 4 miles from the head of White-Bird Cañon. The 26th, with my whole force, I made a reconnaissance into the cañon and beyond Captain Perry's battle-field. Captain Page, with some twenty volunteers from Walla Walla that had joined me at Lapwai, moved along the crest of the mountain ridge on the right of White-Bird Cañon, till he came in sight of the country beyond the Salmon. He discovered and reported the enemy in force. After burying our dead, found on the battle-field and in the ravine leading to the rear, we returned to camp.

* * * * *

The 4th (July) we reach the vicinity of Rocky Cañon. * * * I sent Hunter's and McConville's volunteers immediately by the way of Rocky Cañon to re-enforce Whipple's (now Perry's) command. The latter having reached Cottonwood one day later than expected, Captain Whipple had made a prompt and gallant movement toward Lapwai, succeeding in bringing in the supplies with Perry's escort in safety, though surrounded by three hundred Indians. It was the next day after the arrival of Captain Perry that seventeen citizens (volunteers), having started of their own accord from Mount Idaho to re-enforce the cavalry, were attacked by the Indians en

route, losing their captain and several men killed and wounded, not far from Norton's.

The evening of the 8th my head of column had reached Grangeville. Here McConville, who after a visit to Norton's had escorted the wounded volunteers to Mount Idaho, had reorganized by forming a battalion consisting of his own, Hunter's, and the Mount Idaho companies. He had proposed to me in writing to make a reconnoissance in force toward Kamiah and now made report. He said: "We occupy a strong position 6 miles from Kamiah on a hill where we can see the enemy near the Clearwater, 3 or 4 miles further from Kamiah." I resolved upon this information to take Whipple's route to Looking-glass Camp via Jackson's Bridge with the hope of taking the enemy in reverse. About twenty volunteers were sent directly to McConville and he was urged to hold steadily where he was till I could get into position. This he did till the 11th of July, when the volunteers left their position and went to Mount Idaho. The 9th of July (the cavalry from Norton's having joined me the evening before) I proceeded 4 miles beyond Jackson's Bridge, and here waited one day for the infantry and artillery, a portion of which was still en route from the Salmon.

On the 15th (August), sending Lieutenant Adams, First Cavalry, ahead to secure supplies and forward them to the camp, we leave Bannock City, a little to our left, and march on to Barrett's ranch. A message from Colonel Shoup, of the volunteers, shows that the Indians have enveloped the temporary fortifications at the Junction, Lemhi Valley, which contains some forty people, and that he himself with some sixty Bannock volunteers had reconnoitered their camp and found them too strong for him. The Indian camp was situated west of the Junction, and Colonel Shoup with his men was near Fort Lemhi. I was urged by everybody I met from Lemhi and Horse Prairie to go straight to Lemhi, and by Colonel Shoup to take my way by the fort.

On the morning of the 18th (August) I delay my command in camp, hoping to give their animals rest and grazing till three in the afternoon, but go forward myself to Pleasant Valley. * * * Here Lieutenant Benson joins, having been sent forward by Colonel Gibbon with instructions to organize the volunteers and head off the Indians before they shall emerge from Medicine Lodge, but as I had anticipated the movement, and as a majority of the volunteers had already returned home, he asked to be assigned to duty, and was sent as a lieutenant to Captain Norwood. * * * Captain Callaway's volunteers came up and camped about 100 yards from me across a creek. They were between two streams of water whose banks were fringed by thickets of willows.

Very respectfully, your obedient servant,

O. O. HOWARD,

Brigadier-General, U. S. Army, Commanding Department of the Columbia.

Col. J. C. KELTON,

Assistant Adjutant-General,

Military Division of the Pacific, San Francisco, Cal.

[Extracts from appendix to annual report of Major-General McDowell, 1876-'77.]

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
Camp Randall, Grangeville, Idaho, July 9, 1877.

GENERAL: * * * At 5 this morning Captain McConville, commanding eighty volunteers, who, with my sanction, made a reconnoissance yesterday towards Kamia, reports that he has come upon the Indians in force, and asks me to come to his relief immediately. I am gathering up what wagons I can to push forward the infantry, wearied with forced marching, so as to gain, if possible, a day on this active foe.

Yours, respectfully,

O. O. HOWARD,

Brigadier-General, Commanding.

Gen. ALFRED SULLY,

Lewiston, Idaho.

[Telegram.]

SAN FRANCISCO, CAL., *July 11, 1877.*

The GOVERNOR OF WASHINGTON TERRITORY,
Olympia, Wash. :

Under instructions from the War Department, upon your requisition, as provided by joint resolution of July 3, 1876, and March 3, 1877, sent to the ordnance office at Vancouver, the amount of arms and ammunition due on the Territory's quota, under the law of 1808, will be issued to you.

McDOWELL,
Major-General.

[Telegram.]

PORTLAND, OREGON, *July 18, 1877.*

ADJUTANT-GENERAL,
Division Pacific, San Francisco :

Following despatch just received, dated Camp Macbeth, Kamia, Ind. T., July 15 :

ASSISTANT ADJUTANT-GENERAL,
Department Columbia, Portland, Oregon :

Captain Sladen forwards the following to headquarters military division :

* * * * *
The volunteers at the front have been brave and resolute, but they have not excelled the officers of the Army, who have been tireless since the 20th ultimo
* * * * *

O. W. HOWARD.
SLADEN,
Aid-de-Camp.

[Telegram.]

LEWISTON, IDAHO, *July 18*
(via Walla Walla, July 20), 1877.

General McDOWELL,
San Francisco, Cal.:

* * * * *
I see by the dispatches that you are about to raise 200 volunteers. This war being substantially over, the regulars at hand and coming will be ample for any probable emergency. General Sully, who telegraphed you the 11th upon the subject of volunteers, wishes me to say that he concurs in this view. Volunteers of the character and status of those operating with General Howard would be worse than useless. If you had been here during these operations I am sure you would discourage the use of volunteers in any possible emergency.
* * * * *

KEELER,
Aid-de-Camp.

[Telegram.]

PORTLAND, OREGON, *July 24, 1877.*

ADJUTANT-GENERAL,
Division Pacific, San Francisco :

The following just received :

LAWYER'S CAÑON, IDAHO, *July 21, 1877.*

Sladen sends the following to Division Headquarters :

All dispatches or copies to 17th instant appear to have been received. Expect Sanford's arrival the 25th. Command then organized as follows: For direct pursuit and fighting, myself with Green and Sanford for cavalry, Miller for artillery, and Miles for infantry. Second column for co-operation via Spokane country, Wheaton with infantry, and Grover with Perry and Trimble's Cavalry and 200 mounted volunteers.
* * * * *

HOWARD.
SLADEN, Aid.

[Telegram.]

DEER LODGE, MONT., *July 27, 1877.*To General McDOWELL,
San Francisco :

* * * * *

Captain Rawn has 110 regulars and volunteers and is intrenching in Lolo Cañon ; has just sent for help and is going to fight them. Governor Potts reached Missoula last night, and courier is just in for men, guns, and cartridges, which are being forwarded rapidly ; supply very limited. Company organizing here to leave immediately.

JAMES F. MILLS,
Secretary.

[Telegram.]

HEADQUARTERS MILITARY DIVISION OF THE PACIFIC
AND DEPARTMENT OF CALIFORNIA,
San Francisco, Cal., July 28, 1877.

General HOWARD,
Lewiston, Idaho, via Walla Walla, Wash. T. :

The following just received, dated Deer Lodge, Mont., July 28, 1877, 6.30 p. m. :

"General McDOWELL,
" *San Francisco, Cal. :*

* * * * *

"Missoula County has 250 armed men ; over 200 will be there from this county to-morrow. Volunteers are pouring to the front as fast as horses can go.

* * * * *

"JAMES H. MILLS,
" *Secretary.*"

* * * * *

By command of Major-General McDowell :

KEELER,
Aid-de-Camp.

HEADQUARTERS MILITARY DIVISION OF THE PA.,
AND DEPARTMENT OF CALIFORNIA,
San Francisco, Cal., July 30, 1877.

Major-General McDOWELL :

General :

* * * * *

Respectfully,

B. B. KEELER,
Captain, Eighteenth Infantry, Aid-de-Camp.

P. S.—General Howard had with him on the 12th, 13th, 14th, 15th, and 16th, the days I was with him, five companies First Cavalry, five companies Fourth Artillery five companies Twenty-first Infantry, and one company of volunteers—400 men.

* * * * *

B. B. KEELER,
Aid-de-Camp.

[Telegram.]

HEADQUARTERS MILITARY DIVISION OF THE
PACIFIC, AND DEPARTMENT OF CALIFORNIA,
San Francisco, Cal., August 21, 1877.

SIR: Your special field order No. 33, of July 21, 1877, has just been received, and in reference thereto, I am directed by the division commander to say to you as follows: That, under the form of employés by the Quartermaster's Department, you

have actually organized a company "for the war" of volunteers, with an organization and a pay not known to the laws.

Very respectfully, your obedient servant,

J. C. KELTON,
Lieutenant-Colonel, Assistant Adjutant-General.

The COMMANDING OFFICER,
Department of the Columbia.

HEADQUARTERS MILITARY DIVISION OF THE PACIFIC
AND DEPARTMENT OF CALIFORNIA,
San Francisco, Cal., April 17, 1878.

SIR: It is observed a bill has been introduced in Congress authorizing the appointment of a commission to ascertain the losses sustained by the people of Idaho and Montana in consequence of the outbreak of the Nez Percé Indians.

By directions from these headquarters, dated June 28, 1877, two officers of the Department of the Columbia were detailed to ascertain the losses in property to the people of Idaho arising from acts of the Indians and of the military.

The reports of these officers are herewith forwarded to the War Department.

Very respectfully, your obedient servant,

IRVIN McDOWELL,
Major-General, Commanding Division and Department.

The ADJUTANT-GENERAL, U. S. A.,
Washington, D. C.

HEADQUARTERS OF THE ARMY,
Washington, May 3, 1878.

Respectfully submitted to the Secretary of War.

E. D. TOWNSEND,
Adjutant-General.

WAR DEPARTMENT,
Washington City, May 9, 1878.

SIR: Referring to House bill 2904, introduced by you, to provide for ascertaining and reporting the expenses incurred by the Territory of Idaho and the people thereof in defending themselves from attacks and hostilities of the Nez Perce Indians in the year 1877, I have respectfully to inform you the report of the officers detailed by direction of General McDowell to ascertain the losses in property to the people of Idaho in consequence of the outbreak of the Nez Percés has just been received at the Department. I would be pleased to have you call and examine the papers before transmitting them to Congress.

Very respectfully, your obedient servant,

GEO. W. MCCREARY,
Secretary of War.

Hon. S. S. FENN,
House of Representatives.

HEADQUARTERS, DEPARTMENT OF THE COLUMBIA,
Portland, Oregon, August 27, 1877.

SIR: I have the honor to submit the following report, in compliance with Special Orders No. 97, Headquarters, Department of the Columbia, Portland, Oregon, July 28, 1877, and memorandum orders, dated Lewiston, Idaho, July 28, 1877, based upon letter of instructions from Headquarters, Military Division of the Pacific:

* * * * *

In accordance with confidential instructions from division headquarters, I obtained copies of the rolls of volunteer companies at Mt. Idaho and Grangeville, Idaho, and herewith furnish copies of same. These companies were organized by order of the governor of Idaho Territory, and served a short time only, most of the men having returned to their usual occupations on August 7, the date of my arrival at Mt. Idaho.

Very respectfully, your obedient servant,

JAMES P. CANBY,
Major and Paymaster, U. S. Army.

The ASSISTANT ADJUTANT-GENERAL,
Department of the Columbia, Portland, Oregon.

GRANGEVILLE, IDAHO, *June 15, 1877.*

We, the undersigned, citizens of the United States, residing at Grangeville, Idaho, and vicinity, do hereby individually and collectively agree to enroll ourselves as a body or company of volunteers under the direction and command of his excellency, M. Brayman, governor of Idaho Territory, and in conformity with his proclamation for that purpose.

- | | | |
|-----------------------|----------------------|----------------------|
| 1. A. H. Gordon. | 16. W. C. Pearson. | 30. James L. Crooks. |
| 2. C. P. Clingan. | 17. W. H. Sebastian. | 31. M. P. Crooks. |
| 3. A. Shumway. | 18. I. Brown. | 32. James Spence. |
| 4. J. T. Silverwood. | 19. I. B. Crooks. | 33. Robert Wilmot. |
| 5. John Johnson. | 20. W. B. Bloomer. | 34. John Flynn. |
| 6. F. M. Hughes. | 21. J. J. Remington. | 35. Patrick Cartin. |
| 7. C. M. Redman. | 22. Charles Bentz. | 36. Frank Weichel. |
| 8. S. Weaver. | 23. James W. Crooks. | 37. E. W. Robie. |
| 9. W. S. M. Williams. | 24. Samuel Harty. | 38. John Healy. |
| 10. James Fleune. | 25. S. W. Reynolds. | 39. John Weaver. |
| 11. I. M. Crooks. | 26. Charles Crooks. | 40. C. H. Robinson. |
| 12. John Fields. | 27. E. S. Remington. | 41. C. H. Brown. |
| 13. J. H. Ranch. | 28. John Byram. | 42. Albert Benching. |
| 14. G. W. Hashagen. | 29. D. C. Crooks. | 43. John Mitchell. |
| 15. V. D. Remington. | | |

I hereby certify the foregoing to be a correct list of the officers and men duly enlisted and entered into service as the "Grangeville Volunteers," of which company I am captain.

W. B. BLOOMER,
Captain Grangeville Volunteers.

GRANGEVILLE, IDAHO, *June 15, 1877.*

The following officers were unanimously elected at a meeting of the company held June 15, 1877.

W. B. Bloomer, captain; W. S. Williams, first lieutenant; C. P. Clingan, orderly sergeant.

MOUNT IDAHO, IDAHO, *August, 1877.*

I certify that this is a true copy of the original roll of officers and volunteers enrolled at Grangeville, Idaho, June 15, 1877.

JAMES P. CANBY,
Major and paymaster, U. S. Army.

Roll of officers, non-commissioned officers, and privates, enrolled at Mount Idaho, Idaho, June 15, 1877.

OFFICERS.

Capt. D. B. Randall.
First Lieut. Jas. Cearley.
Second Lieut. L. P. Wilmot.
Sergeant John McPherson.
Sergeant J. W. Rainey.
Sergeant F. Oliver.
Sergeant J. W. Eastman.
Corporal Robert Nugent.
Corporal George Smith.
Corporal John Bower.
Corporal M. S. Martin.
Corporal K. W. White.
Corporal George Riggins.
Corporal Jno. Auchinvole.

PRIVATES.

1. Aram, J. T.
2. Aram, John.
3. Adkinson, John K.
4. Adkinson, P. D.
5. Hemelspak, Jos.
6. Barber, J. O.

7. Brown, R. C.	32. Jerome, M. E.
8. Beamer, W. B.	33. King, Peter.
9. Bocher, L.	34. King, F. B.
10. Bartley, A. D.	35. Leland, A. B.
11. Bunker, T. J.	36. Morris, B. F.
12. Buchanan, James.	37. McPhersons, Daniel.
13. Clark, W.	38. Overman, C.
14. Crea, John.	39. Ott, Larry.
15. Crea, Thomas.	40. Ousterholt, D.
16. Chapman, J.	41. Peasley, Jos.
17. Croasdale, H. E.	42. Plummer, A. F.
18. Dalles, Green.	43. Poe, J. W.
19. Day, C. M.	44. Riggins, John.
20. Erskin, C. H.	45. Rice, F. M.
21. Eastman, J. W.	46. Rice, M. H.
22. Eaton, C. T.	47. Rice, C. L.
23. Flynn, Charles.	48. Rice, James.
24. Faxon, H. A.	49. Rice, J. N.
25. Grottle, William.	50. Rowton, J. G.
26. Hall, George.	51. Swarts, J. A.
27. Harrison, Joseph.	52. Shissler, T.
28. Harris, J. C.	53. Swarts, T. D.
29. Hansen, John.	54. St. Clair, T. M.
30. Howser, D. H.	55. Smith, Marion.
31. Jarrett, M. V.	56. Snodgrass, J. M.

Roll of officers, non-commissioned officers, and privates, etc.—Continued.

57. Sears, George.	81. Harris, A. A.	104. Sears, C. W.
58. Tellis, Vince.	82. Adkinson, Elijah.	105. Van Buren, Henry.
59. Truscott, M. H.	83. Ward, T. L.	106. Richards, Joseph.
60. Vansise, Frank.	84. Fenn, S. S.	107. Myers, Henry.
61. Wilmot, B. R.	85. Brown, L. P.	108. Gould, Norman.
62. West, Wesley.	86. Brown, Sidney B.	109. Helmer, Phillip.
63. Watson, J. A.	87. Mitchell, William.	110. Cone, H. W.
64. Wall, T.	88. Fenn, Walter B.	111. Gibbons, John.
65. Miller, J. A.	89. Falkington, A.	112. Orcutt, Isaac.
66. Shearer, George M.	90. Johnson, H. C.	113. Getter, J. H.
67. Girton, T. W.	91. Ragan, James.	114. Mallory, N. B.
68. Woodward, George.	92. Woods, C. B.	115. Cone, Charles F.
69. Smith, Ernest.	93. Sherwin, E. K.	116. Cone, C. P.
70. Kennedy, Hugh.	94. Sherwin, Elbert.	117. Van Sicle, A.
71. Price, P.	95. Sherwin, Perry.	118. Large, Samuel.
72. Mallick, P.	96. Johnson, Charles.	119. Kelley, John S.
73. Penny, B.	97. Oale, James.	120. Carey, James.
74. Ready, P. H.	98. Dormein, J. M.	121. Wood, John.
75. Tilcher, D. H.	99. Fountain, Clyde.	122. Howard, M. B.
76. Noyse, F.	100. Surridge, Thomas.	123. Treiblecock, William
77. Gano, T.	101. Petersen, John.	124. Ramsey, John.
78. Markham, N.	102. Shipley, Elias.	125. Stuart, John.
79. Watkins, E.	103. Gaddy, William.	126. Smith, Abner.
80. Crea, James.		

Property and value.

Capt. D. B. Randall (one horse).....	\$150
Sergt. John McPherson (horse, \$150 ; Henry rifle, \$50)	200
Sergt. J. W. Rainey (horse, bridle, and pistol).....	150
Corporal M. S. Martin (horse, musket, and pistol).....	100
Corporal K. W. White (horse and pistol).....	
H. A. Faxon (horse, pistol, and carbine).....	
B. F. Morris (2 horses, \$400 ; and Henry rifle, \$50).....	450
J. W. Poe (horse, \$100 ; and pistol, \$25).....	125
George Sears (horse, \$200 ; and Henry rifle, \$50)	250
E. Watkins (Springfield rifle).....	
Elijah Adkinson (horse).....	100
T. L. Ward (horse).....	200
L. P. Brown (horse).....	200
Sidney B. Brown (horse, \$150 ; and Henry rifle, \$50).....	200

MOUNT IDAHO, IDAHO, *August 8, 1877.*

I certify that this is a true copy of the original roll of officers and volunteers enrolled at Mount Idaho, Idaho, June 15, 1877.

JAMES P. CANBY,
Major and Paymaster, U. S. Army.

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
ASSISTANT ADJUTANT-GENERAL'S OFFICE,
Fort Vancouver, Wash., December 10, 1878.

SIR: I have the honor to report that in fact no volunteers were called into service in my department during the Nez Percé campaign of 1877, nor the Bannock campaign of 1878, *i. e.*, none by any officer or agent of the United States, excepting this, that in one instance I published an order virtually accepting 200 volunteers, but this order was promptly countermanded by the division commander, and the force was in reality never organized. It was simply tendered by the governor of Washington Territory.

But on the contrary there were several companies or parts of a company that came into the field and asked the privilege of doing duty in connection with or in the neighborhood of the United States troops.

NEZ PERCE CAMPAIGN.

(1) Page's Volunteers, about twenty-five men organized in Walla Walla, Wash., under Capt. T. C. Page, completely mounted and equipped, and joined me at Lapwai,

Idaho, June 21, 1877, and were relieved at White Bird Cañon, Idaho, July 29, 1877, and returned to Walla Walla.

They were engaged in an Indian skirmish June 28th. (See inclosed letter marked A.)

NOTE.—Inclosure marked A is a letter dated June 29, 1877, addressed to T. C. Page, signed by General Howard, expressing thanks to the members of the company "for their most cheerful, confident, and brave conduct during our advance." The cavalry officers "speak in the highest terms of yourself and your company, the Walla Walla Volunteers."

(2) Hunter's Volunteers, about forty-two men from Dayton, Wash., joined me, mounted and equipped, about June 21, 1877, and left the field July 13 or 14, 1877. This company did duty with Captain Whipple's command in skirmish with Looking-Glass's Indians, June 30, 1877, and were sent July 4 to re-enforce Captain Perry at Cottonwood. They kept diminishing from their first entry, gradually going away or taking employment in the quartermaster's department, so that by July 13, 1877, mentioned above, there were but few left. (See orders inclosed marked B and C.)

NOTE.—Inclosures marked B is paragraph 2, Special Field Orders No. 23, dated Headquarters, Department of Columbia, etc., July 4, 1877; marked C is paragraph 4, Special Field Orders No. 23, dated Headquarters, Department of Columbia, etc., July 4, 1877.

(3) McConville's Volunteers, from Lewiston, Idaho, reported to me for duty June 30, 1877, at White Bird Cañon, Idaho, twenty men mounted and equipped. The company went with Hunter, July 4, to relief of Captain Perry, and was engaged in subsequent operations until July 30, 1877, when he left me. They may have been longer in service, but not with me. (See orders inclosed marked D and E.)

(NOTE.—Inclosures marked D is paragraph 1, Special Field Orders No. 23, dated Headquarters, Department of Columbia, etc., July 4, 1877; marked C is paragraph 3, Special Field Orders No. 23, dated Headquarters, Department of Columbia, etc., July 4, 1877.)

(4) A company was said to have been organized at Bois  City, Idaho, but it never came to my command.

(5) A number of men were reported on paper at Mount Idaho, first organized under Capt. A. J. Chapman; afterwards Captain Randall was elected captain; but few of these ever took the field. Ten or twelve did for the battle of White Bird Cañon, and seventeen afterwards under Captain Randall, who was killed in skirmish July 4, 1877.

(6) Small Home Guard organized at Grangerville, Idaho, Capt. W. B. Bloomer. I never saw but the captain and one man in the field.

These several organizations, all excepting Page's, met at Mount Idaho at one time, about the 6th of July, 1877, and by their votes made McConville colonel of the volunteers, and a man named George Shearer major.

These were all the volunteers who were with or near the troops west of Missoula, Mont.

Very respectfully, your obedient servant,

O. O. HOWARD,
Brigadier-General, Commanding Department.

The ASSISTANT ADJUTANT-GENERAL,
Military Division of the Pacific, Presidio of San Francisco, Cal.

WAR DEPARTMENT,
Washington City, January 27, 1886.

SIR: The act of January 27, 1882 (22 Stats., p. 111-112), authorizes the Secretary of War to examine and report upon certain claims of the Territory of Idaho for expenses incurred or assumed by said Territory in suppressing Indian hostilities, and I have the honor to request that this Department may be advised as to whether the records of the Territory show payment of the militia companies as follows:

Capt. D. B. Randall's company, enrolled at Mount Idaho, June 15, 1877; Capt. Orlando Robbins's Company A, Idaho Volunteers; Capt. W. B. Bloomer's company, "Grangerville Volunteers"; and Capt. Edw. McConvill's company, "Lewiston Volunteers", for services supposed to have been rendered in the summer of 1877, and for arms, ammunition, and horses lost or used in said service by the men of said companies.

Also, please inform me whether the Territory has, by act of the legislature, assumed the indebtedness for said services and supplies, and how long the men served.

Very respectfully,

WILLIAM C. ENDICOTT,
Secretary of War.

The GOVERNOR OF IDAHO,
Bois  City, Idaho.

WAR DEPARTMENT,
Washington City, May 6, 1886.

SIR: Referring to the Department's letter to you of January 16, 1886, concerning the claims of Idaho and Washington Territory militia, for services in the Nez Percé and Bannock Indian wars of 1877, I have to inform you that upon examination of the rolls of the militia companies on file here it was found that some of them were not quite complete as to periods of service of the men.

With a view to make them more definite in that respect communications were addressed to the governors of the Territories of Idaho and Washington in January last. The governors were also asked if any measures had been taken by the Territories towards payment of the claims, the act of Congress of June 27, 1882 (22 Stats., p. 111, 112), having provided for the settlement of such of them as have been paid or assumed by said Territories. No reply to the communications has been received.

If it is intended to pay the claims direct from the United States Treasury it is suggested that the enactment of a law framed as are sections 1 and 3 of the act of March 3, 1881 (21 Stats., p. 641), would enable this Department to report to Congress the names of the claimants and the amount due to each, as was done in pages 58-68 of House Executive Document No. 34, Forty-seventh Congress, first session.

The total amount required to pay the claims will not probably exceed \$20,000.

Very respectfully,

WILLIAM C. ENDICOTT,
Secretary of War.

Hon. JOHN HAILEY,
House of Representatives.

WAR DEPARTMENT,
Washington City, January 27, 1886.

SIR: The act of June 27, 1882 (22 Stat., pp. 111, 112), authorizes the Secretary of War to examine and report upon certain claims of the Territory of Washington for expenses incurred or assumed by said Territory in suppressing Indian hostilities, and I have the honor to request that this Department may be advised as to whether the records of the Territory show payment of the militia companies, Pataha Rangers, commanded by Captain John W. Elliott, and Company A, Columbia County Volunteers, commanded by Captain George Hunter, for services supposed to have been rendered in the summer of 1877, and for arms, ammunition, and horses lost or used in said service by the men of said companies.

Also, please inform me whether the Territory has, by act of the legislature, assumed the indebtedness for said services and supplies, and how long the men served.

Very respectfully,

WILLIAM C. ENDICOTT,
Secretary of War.

The GOVERNOR OF WASHINGTON TERRITORY,
Olympia, Wash.

WASHINGTON TERRITORY, EXECUTIVE OFFICE,
Olympia, May 11, 1886.

SIR: I have the honor to acknowledge your letter of January 27, 1886, in which you ask to be advised as to whether the records of the Territory show payment of the militia companies, Pataha Rangers and Company A, Columbia County Volunteers, for services supposed to have been rendered in the summer of 1877, and for arms, ammunition, and horses lost or used in said service by the men of said companies.

You also ask to be informed if the Territory has, by act of the legislature, assumed the indebtedness for said services and supplies, and how long the men served.

In reply I beg to say that I have until now been unable to answer your requests as fully as I desired to do, owing to the absence of ex-Gov. E. P. Ferry, who was governor of the Territory at the time referred to, and who has but recently returned. I have conferred with him in regard to the matter, and he informs me substantially as follows:

He is confident the two companies of militia referred to were never called into the service of the Territory by either executive or legislative authority, and he is also confident that he never commissioned the officers of these commands.

He also states that these two compaeies (and perhaps others) organized as independent companies during the summer of 1877, and that they performed some service in the Indian campaign of that year, but to what extent he is unable to state. He further states that these companies were accepted by, and performed service under, orders of General O. O. Howard, U. S. Army, then commanding the Department of the Columbia.

I do not find any record that these companies were paid by the Territory, and nothing shows that the Territory has in any manner assumed indebtedness for their services.

I inclose herewith copy of a memorial to Congress adopted by the legislative assembly of 1879; also copy of resolution passed by the legislative assembly of 1881.

The records of the Territory do not show that commissions were ever issued to the several persons who commanded and officered these volunteer companies referred to in the resolution of the legislative assembly of 1881.

This is all the information I can now obtain upon the subject.

I am, very respectfully,

WATSON SQUIRE,
Governor.

Hon. WILLIAM C. ENDICOTT,
Secretary of War, Washington, D. C.

MEMORIAL PRAYING CONGRESS FOR THE RELIEF OF VOLUNTEER SOLDIERS IN THE
NEZ PERCÉS WAR OF 1877.

*To the honorable the Senate and House of Representatives of the United States of America
in Congress assembled:*

Your memorialists, the legislative assembly of the Territory of Washington, respectfully represent, that during the Nez Percés Indian War of 1877 a large number of citizens of this Territory volunteered their services in aiding the Army of the United States in the prosecution of the war, and their services were accepted by General O. O. Howard, U. S. Army, commanding the department. The insufficient number of the regular troops placed at General Howard's disposal rendered this volunteer force highly necessary and very efficient in the protection of the homes of our settlers in eastern Washington, and the pursuit of the savage enemies.

The brave and gallant services of these volunteers are gratefully remembered by our people and the people of Idaho, and have been repeatedly and publicly recognized by General Howard in orders thanking them for prompt response to every call of duty, and the zeal, courage, and devotion manifested by them under the most trying circumstances while serving in his command. These volunteers furnished not only their services but also their own horses and accouterments to engage in their perilous undertaking in the cause of their country, and many of them have lost their property by the casualties of war, and no compensation whatever has been paid to them, nor have their services been in any other manner recognized by the General Government.

Wherefore your memorialists humbly pray for the enactment of a law providing for the payment of the services of these volunteers, and for the loss of their private property incurred by them as aforesaid.

And your memorialists as in duty bound will ever pray.

Passed the house of representatives November 13, 1879.

GEORGE H. STEWARD,
Speaker of the House of Representatives.

Passed the council November 13, 1879.

FRANCIS H. COOK,
President of the Council.

*Resolution relative to the proper recognition of officers and soldiers who served as volunteers
from Washington Territory during the Nez Perces Indian war of 1877.*

Whereas during the Nez Perces Indian war of 1877, many of the citizens of Washington Territory, recognizing the danger surrounding them, and the necessity for taking up arms in defense of their homes, and especially in the defense of the settlers about Mount Idaho, did volunteer their services as soldiers in suppressing the uprising of said Indians; and,

Whereas said volunteers were duly organized into companies and regiments, and such organizations were accepted and armed by General O. O. Howard, commanding the Department of the Columbia, and by him strongly recommended to the consideration of the Territory of Washington and Congress of the United States; and

Whereas said volunteers have never received public recognition at the hands of the Territorial or United States authorities except as before mentioned: Therefore,

Be it resolved by the council (the house concurring), That the governor of this Territory be requested, and he is hereby authorized, to issue commissions to several persons who commanded and officered said volunteer companies, and otherwise suitably

recognize the services of said volunteers ; said commissions to bear date of the day of the election of said officers and time of said organization.

Resolved, That Hon. Thomas H. Brents, our Delegate in Congress, be furnished a copy of these resolutions by the secretary of the Territory, together with a copy of the memorial passed November 13, 1879, praying Congress for the relief of volunteer soldiers in the Nez Percés Indian war of 1871.

Passed the house of representatives October 19, 1887.

GEORGE COMEGYS,
Speaker House of Representatives.

Passed the council October 11, 1881.

H. T. STRATTON,
President of the Council.

Approved October 29, 1881.



LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

Papers relative to an appropriation for the benefit of the Cherokee freedmen.

JANUARY 23, 1889.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 21, 1889.

SIR: I have the honor to transmit herewith copy of a communication of the 9th instant from the Commissioner of Indian Affairs, together with the accompanying papers and the draft of a joint resolution providing as to the manner for ascertaining who are entitled to share in the appropriation of \$75,000 made by the act of October 19, 1888, entitled "An act to secure to the Cherokee freedmen and others their proportion of certain proceeds of lands under act of March 3, 1883" (25 Stats., 608).

The matter is presented for the favorable consideration and action of Congress.

Very respectfully,

WM. F. VILAS,
Secretary.

To the PRESIDENT PRO TEMPORE OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 9, 1889.

SIR: By your authority, dated November 15, 1888, H. Heth, special agent, was, on November 21, 1888 (L. 28325, 27660, 26880 A. D. 1888), directed to go, and did go, to the Indian Territory—

To act in conjunction with a person to be appointed by the Cherokee authorities to determine who are entitled to share in the appropriation of \$75,000, made by the act of October 19, 1888, entitled "An act to secure to the Cherokee freedmen and others their proportion of certain proceeds of lands, under act of March third, eighteen hundred and eighty-three." (See copy of act enclosed.)

On December 17 his report of his action under this authority, dated December 13, was received at this office, and is herewith respectfully submitted.

In making this transmission I deem it my duty to comment upon and make certain recommendations in reference to the subject-matter of the special agent's report.

It will be observed that the act of October 19, 1888, above mentioned, provides that the sum of \$75,000, or so much thereof as may be necessary, shall be, by the Secretary of the Interior, distributed per capita, as follows:

First. Among such freedmen and their descendants as are mentioned in the ninth article of the treaty of July nineteenth, eighteen hundred and sixty-six, between the United States and the Cherokee Nation of Indians.

Second. Among the Delaware tribe of Indians incorporated into the Cherokee Nation by the terms of a certain agreement entered into between said Cherokee Nation and Delaware Indians, under the provisions of the fifteenth article of the aforesaid treaty, on the eighth day of April, eighteen hundred and eighty-seven.

* * * * *

Third. Among the Shawnee tribe of Indians, incorporated into the Cherokee Nation by the terms of a certain agreement entered into between the Cherokee Nation and Shawnee Indians, under the provisions of the aforesaid article and treaty, on the seventh day of July, eighteen hundred and sixty-nine.

The distribution thus directed must be made in such manner and in such amount or amounts as will equalize the per capita payment, which was made to the Cherokees by blood, in accordance with the act of the Cherokee legislature of May 19, 1883, and which action of that legislature was the reason for the above-mentioned act of Congress of October 19, 1888.

The Secretary of the Interior can easily ascertain the names of the Delaware and Shawnee Indians who are entitled to a share per capita of the \$75,000 appropriated by the act of October 19, 1888; but it will be a difficult duty to ascertain, in a satisfactory manner, the names of the Cherokee freedmen and their descendants who are entitled to a share of the sum above named.

It was believed that under the existing conditions this could be done in only one of two ways, viz: By authorizing (1) an Indian inspector to act by himself; or (2) a special agent of this Bureau to act in conjunction with an authorized representation of the Cherokee Nation in determining who of the negroes of the Cherokee Nation are freedmen or the descendants of freedmen.

The last suggested way has been tried and, as appears from the report of Special Agent Heth, has failed. The Government must therefore either (1) authorize an Indian inspector to determine, under rules to be prescribed by the Secretary, who are Cherokee freedmen and the descendants of such freedmen, and to make a list of the names thereof, upon which list the per capita payment required by the act of October 19, 1888, may be made; or (2) under action to be taken by Congress, authorize a commission, to be composed wholly of citizens of the United States or in part of citizens of the Cherokee Nation, to determine claims to freedmanship, and who are the descendants of freedmen.

It is not deemed advisable at this time to recommend the appointment of a commission, but rather that another attempt be made to settle the matter by the detail of an Indian inspector for that purpose. I have therefore prepared, and submit herewith, a draft of joint resolution authorizing the detail of an inspector, and the necessary clerical assistance to aid him in the performance of his duties, and making the necessary appropriation out of the aforesaid \$75,000 to pay the expenses incident thereto; also authorizing the Secretary of the Interior to pay out of said sum, for such legal services rendered or expense incurred in be-

half of the beneficiaries under the said act, such an amount as he may find to be just and equitable, with the recommendation that the matter be transmitted to Congress with request for early and favorable action.

Very respectfully, your obedient servant,

JNO. H. OBERLY,
Commissioner.

The SECRETARY OF THE INTERIOR.

MUSCOGEE, IND. T., *December 13, 1888.*

SIR: Referring to yours of November 21, 1888 (L. 28325, 27660, 26880, 1888), directing me to proceed to the Indian Territory, "to act in conjunction with a person to be appointed by the Cherokee authorities, to determine who are entitled to share in the appropriation of \$75,000, made by the act of October 19, 1888, entitled 'An act to secure to the Cherokee freedmen and others their proportion of certain proceeds of lands, under act of March 3, 1883,'" I have the honor to report as follows:

I arrived at Muscogee, Union Agency, November 27. The Cherokee council was then in session at Tahlequah, and Agent R. L. Owen, with whom I was directed to confer, was there on official business. I proceeded at once to Tahlequah, reaching there on the evening of the 27th of November, and the same evening had a conference with Agent Owen and the principal chief of the Cherokee Nation.

The following day, November 28, I addressed a note to the principal chief, Hon. Joel B. Mayes, copy marked A, herewith inclosed. On November 30 I received the inclosed communication from the principal chief, and at once, accompanied by Agent Owen, met the joint committee referred to in inclosed paper, marked B.

Your communication of November 10, 1888 (L. 26880-27660, 1888), addressed to the honorable Secretary of the Interior, the Secretary's reply thereto, dated Washington, November 15, 1888; also yours to me of November 21, 1888 (L. 28325-27660-26880, 1888) were read to the joint committee and fully explained to said committee by Agent Owen and myself. I am satisfied, as Agent Owen is, that the joint committee fully understood the purport and intent of these communications.

From the remarks made by one of the joint committee at the interview referred to, I was not unprepared to receive to-day the inclosed document, senate bill No. 40 (Cherokee senate), entitled "An act to create a joint commission to determine claims to citizenship of freedmen, under the ninth article of the treaty of 1866, between the United States and the Cherokee Nation, and also of certain Delaware and Shawnee Indians."

By reference to the eighteenth section of this act, you will see that the Cherokee council enters "the dissent and protest of the Cherokee Nation against the right and power of Congress to make such appropriation, or disposal, or incumbrance of the funds, or upon the lands of the Cherokee Nation without their consent and action."

You will further see that the national council had failed at present to appoint a person to act with me in the duty assigned me. Should the Department concur in the action of the Cherokee national council, as taken and expressed in senate bill No. 40, approved December 8, 1888, this business must be deferred until the national council again meets, or until November, 1889. The national council has adjourned. Its session is limited by law to thirty days, which has now expired. My opinion is that the national council desires to gain time in order to contest the legality of the act of Congress approved October 19, 1888, entitled, an "Act to secure to the Cherokee freedmen and others their proportion of certain proceeds of lands under the act of March third, eighteen hundred and eighty-three." (Public—No. 328).

Should the Department decide that I shall act alone in this matter, I will suggest, in order to save time, that I be authorized:

- (1) To publish in two or more of the newspapers published in the Cherokee Nation when and where freedmen can meet me.
- (2) That I be authorized, at the proper time, to employ a clerk, who shall be a stenographer and type-writer, and you to fix the compensation of same.
- (3) Authority to rent an office at such place in the Cherokee Nation as it may be necessary for me to hold the required investigations.
- (4) Authority to summons witnesses, if necessary, and you to fix the compensation of same.

I inclose copy of Cherokee senate bill No. 40, marked C.

Very respectfully,

H. HETH,
Special Agent.

Hon. COMMISSIONER OF INDIAN AFFAIRS.
Washington, D. C.

[PUBLIC—No. 328.]

AN ACT to secure to the Cherokee freedmen and others their proportion of certain proceeds of lands, under the act of March third, eighteen hundred and eighty-three.

Whereas it is provided in the ninth article of the treaty of July nineteenth, eighteen hundred and sixty-six, between the United States and the Cherokee Nation of Indians, that freedmen who have been liberated by voluntary act of their former owners or by law, as well as all free colored persons who were in the (Cherokee) country at the commencement of the rebellion, and were then residents therein, or who might return within six months, and their descendants, shall have all the rights of native Cherokees; and,

Whereas by the fifteenth article of the aforesaid treaty certain terms were provided under which friendly Indians might be settled upon unoccupied lands in the Cherokee country east of the ninety-sixth degree of west longitude; and the Indians thus settled were, upon full compliance with the provisions of said article, to be incorporated into and ever after remain a part of the Cherokee Nation, on equal terms in every respect with native citizens; and,

Whereas under the provisions of the aforesaid fifteenth article an agreement was entered into between the Cherokee Nation and the Delaware tribe of Indians, on the eighth day of April, eighteen hundred and sixty-seven, which agreement was approved, respectively, by the Secretary of the Interior and the President of the United States on the eleventh day of April, eighteen hundred and sixty-seven, and by the terms of which the Delaware Indians "became members of the Cherokee Nation, with the same rights and immunities and the same participation (and no other) in the national funds as native Cherokees;" and

Whereas under the provisions of the aforesaid fifteenth article an agreement was entered into between the Cherokee Nation and the Shawnee tribe of Indians, on the seventh day of June, eighteen hundred and sixty-nine, and approved by the Secretary of the Interior and the President of the United States, respectively, on the ninth day of June, eighteen hundred and sixty-nine, by the terms of which the Shawnee Indians were incorporated into and became a part of the Cherokee Nation on equal terms in every respect, and with all the privileges and immunities of native citizens of the Cherokee Nation; and

Whereas it is provided by the sixth article of the aforesaid treaty that all laws of the Cherokee Nation shall be uniform throughout said nation; and

Whereas by an item in the act making appropriations for sundry civil expenses of the Government for the fiscal year ending June thirtieth, eighteen hundred and eighty-four, and for other purposes, approved March third, eighteen hundred and eighty-three, the sum of three hundred thousand dollars was "appropriated, to be paid into the treasury of the Cherokee Nation, out of the funds due under appraisal for Cherokee lands west of the Arkansas River, which sum shall be expended as the acts of the Cherokee legislature direct;" and

Whereas by an act of the Cherokee legislature, which was passed over the veto of the principal chief and became a law on the nineteenth day of May, eighteen hundred and eighty-three, the principal chief was directed to cause the said sum of three hundred thousand dollars to be paid out per capita to the citizens of the Cherokee Nation by blood and which sum has been paid out only to Cherokee citizens by blood, as directed by said act; and

Whereas by the said act of the Cherokee legislature the aforesaid freedmen, Delaware and Shawnee Indians have been deprived of their legal and just dues guaranteed them by treaty stipulations: Therefore,

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there be, and hereby is, appropriated, out of any money in the Treasury not otherwise appropriated, the sum of seventy-five thousand dollars, or so much thereof as may be necessary, to carry out the provisions of this act; and the amount actually expended shall be charged against the Cherokee Nation, on account of its lands west of the Arkansas River, and shall be a lien on said lands, and which shall be deducted from any payment hereafter made on account of said lands. The said sum, or so much thereof as may be necessary, shall be by the Secretary of the Interior distributed per capita, first, among such freedmen and their descendants as are mentioned in the ninth article of the treaty of July nineteenth, eighteen hundred and sixty-six, between the United States and the Cherokee Nation of Indians; second, among the Delaware tribe of Indians incorporated into the Cherokee Nation by the terms of a certain agreement entered into between said Cherokee Nation and Delaware Indians, under the provisions of the fifteenth article of the aforesaid treaty, on the eighth day of April, eighteen hundred and sixty-seven, and approved, respectively, by the President of the United States and the Secretary of the Interior on the eleventh day of April, eighteen hundred and sixty-seven; and, third, among the Shawnee tribe of Indians incorporated into the Cherokee Nation by the terms of a certain

agreement entered into between the said Cherokee Nation and Shawnee Indians, under the provisions of the aforesaid article and treaty, on the seventh day of June, eighteen hundred and sixty-nine, and approved, respectively, by the President of the United States and the Secretary of the Interior on the ninth day of June, eighteen hundred and sixty-nine, in such manner and in such amount or amounts as will equalize the per capita payment made to Cherokees by blood, in accordance with the act of the Cherokee legislature aforesaid, out of the sum of three hundred thousand dollars appropriated by the act of March third, eighteen hundred and eighty-three, aforesaid.

Approved, October 19, 1888.

JOINT RESOLUTION providing a method by which the Secretary of the Interior shall determine who are the persons entitled to share in the per capita payment of the funds appropriated by act of Congress approved October nineteenth, eighteen hundred and eighty-eight and for other purposes.

Whereas Congress, by an act entitled "An act to secure to Cherokee freedmen and others their proportion of certain proceeds of lands, under act of March third eighteen hundred and eighty-three," appropriated seventy-five thousand (75,000) dollars, or so much thereof as might be necessary, to be distributed per capita, by the Secretary of the Interior—

"First, among such freedmen and their descendants as are mentioned in the ninth article of the treaty of July nineteenth, eighteen hundred and sixty-six, between the United States and the Cherokee Nation of Indians.

Second, among the Delaware tribe of Indians, incorporated into the Cherokee Nation, by the terms of a certain agreement entered into between said Cherokee Nation and Delaware Indians under the provisions of the fifteenth article of the aforesaid treaty on the eighth day of April, eighteen hundred and sixty-seven, and approved, respectively, by the President of the United States and the Secretary of the Interior, on the eleventh day of April, eighteen hundred and sixty-seven; and, third, among the Shawnee tribe of Indians, incorporated into the Cherokee Nation by the terms of a certain agreement entered into by the said Cherokee Nation and Shawnee Indians, under the provisions of the aforesaid article and treaty, on the seventh day of June, eighteen hundred and sixty-nine, and approved, respectively, by the President of the United States and the Secretary of the Interior, on the ninth day of June, eighteen hundred and sixty-nine, in such manner and in such amount or amounts as will equalize the per capita payment made to the Cherokees by blood in accordance with the act of the Cherokee legislature,"

which became a law on the nineteenth day of May, eighteen hundred and eighty-three, and under which act the sum of three hundred thousand (300,000) dollars was paid into the treasury of the Cherokee Nation out of the funds due to the Nation, under appraisement of Cherokee lands lying west of the Arkansas River, and which sum, in any per capita distribution thereof, should have been paid to all the Cherokee citizens without regard to blood, but which was paid per capita only to Cherokees by blood.

And whereas the said act of October 19, 1888, does not make provision to enable the Secretary of the Interior to ascertain the proper persons to whom payment per capita, under the aforesaid law, is to be made: Therefore,

Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and he hereby is, authorized and directed to detail an Indian inspector for service in the Cherokee Nation in the Indian Territory, and elsewhere, to aid him in ascertaining who are entitled to share in the per capita distribution of the sum of seventy-five thousand dollars, appropriated by the act entitled "An act to secure the Cherokee freedmen and others their proportion of certain proceeds of land under the act of March third, eighteen hundred and eighty-three."

The said Secretary is also hereby authorized and directed to detail as many clerks of his Department as may be necessary, not exceeding three in number, to assist the Indian inspector in the performance of his duties hereunder, and at least one of said clerks shall be an expert stenographer and typewriter.

And the said Secretary is also hereby authorized and directed:

First. To give notice, by publication in two or more of the newspapers published in the Cherokee Nation, of the places at which freedmen or Delaware or Shawnee Indians may meet the Indian inspector detailed as herein provided, and present their claims, or answer objections made to their right to share in the per capita distribution of the fund appropriated as aforesaid by the act of October nineteenth, eighteen hundred and eighty-eight.

Second. To authorize the Indian inspector to summon witnesses and to establish an office or offices within the Cherokee Nation, at which necessary inquiries and investigation hereunder may be made.

And the said Secretary is also hereby authorized and directed to pay out of the said sum of seventy-five thousand dollars appropriated by the act of October nineteenth, eighteen hundred and eighty-eight, all traveling and other necessary expenses incurred hereunder; also to pay out of said seventy-five thousand dollars for any legal services or expenses, as in his opinion may be just and equitable, that may have been rendered or incurred on behalf of the beneficiaries under the aforesaid act of October nineteenth, eighteen hundred and eighty-eight, in relation to the claim that was created in behalf of said freedmen, Delawares, and Shawnees, by the act of the Cherokee legislature of May nineteenth, eighteen hundred and eighty-three, precluding said freedmen, Delawares, and Shawnees from their per capita distribution of the three hundred thousand dollars appropriated to the Cherokee Nation by act of Congress of March third, eighteen hundred and eighty-three.

O

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

Report of Supervising Architect relative to appropriation for public building at Key West.

JANUARY 24, 1889.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, D. C., January 22, 1889.

SIR: I have the honor to transmit herewith a letter from the Supervising Architect of the Treasury Department, recommending that an appropriation of \$3,000 be made for the sea-wall, to protect the site of the United States court-house and post-office building to be erected at Key West, Fla., and I hereby concur in said recommendation.

As this work is urgently needed, early consideration is desirable.

Respectfully, yours,

HUGH S. THOMPSON,
Acting Secretary.

Hon. JOHN J. INGALLS,
President of the Senate pro tempore,
Washington, D. C.

TREASURY DEPARTMENT,
OFFICE OF THE SUPERVISING ARCHITECT,
Washington, January 21, 1889.

SIR: I have the honor to call your attention to the fact that owing to the encroachment by the elements the sea-wall at the Government land at Key West, Fla., has been found insufficient to furnish the necessary protection. While there is sufficient money for the erection of the court-house and post-office building, the Department does not feel authorized under the law to expend any part thereof for other purposes, and I respectfully recommend that an appropriation of \$3,000 be requested from Congress for the purpose of extending the sea-wall.

Respectfully, yours,

WILL A. FRERET,
Supervising Architect.

Hon. C. S. FAIRCHILD,
Secretary of the Treasury.

L E T T E R

FROM

THE SECRETARY OF THE INTERIOR.

*In response to Senate resolution of January 3, 1889, relative to volunteers
in the Nez Percé war.*

JANUARY 25, 1889.—Laid on the table and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 24, 1889.

SIR: I have the honor to acknowledge the receipt of a resolution of the Senate dated the 3d instant, as follows:

That the Secretary of the Interior be, and he is hereby, directed to transmit to the Senate copies of all records and papers on file in his Department relative to service of volunteers from Washington and Idaho Territories in the Indian war of 1877, commonly called the Nez Percé war.

In response I have to state that the records and files of this Department do not, so far as I am able to ascertain, afford any information bearing upon the subject of the resolution.

Very respectfully,

WM. F. VILAS,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.



L E T T E R
FROM
THE SECRETARY OF WAR,
TRANSMITTING
Report upon the claim of James Bridger.

JANUARY 25, 1889.—Referred to the Committee on Claims and ordered to be printed.

WAR DEPARTMENT,
Washington City, January 24, 1889.

SIR : I have the honor to acknowledge the receipt of Senate resolution of September 14, 1888, directing an investigation of the claim of James Bridger for value of improvements said to have been constructed by him at Fort Bridger, and for rent of property for use of troops in 1857.

In reply I beg to invite attention to the inclosed report, of the 16th instant, and accompanying papers, from the Quartermaster-General, showing the result of his investigation of the above-mentioned claim. I concur in his recommendation that an allowance of \$6,000 be made for the improvements, but that no sum be allowed for rental of the land, because the claimant did not own nor have any title to the land, and because rent was promised only when his title to it was established.

All the evidence and papers in the case are transmitted herewith.

Very respectfully,

WILLIAM C. ENDICOTT,
Secretary of War.

The PRESIDENT PRO TEMPORE UNITED STATES SENATE.

WAR DEPARTMENT,
QUARTERMASTER-GENERAL'S OFFICE,
Washington, D. C., January 16, 1889.

SIR: Referring to your communication of the 18th of September last, transmitting Senate resolution of the 14th of that month, which directs the investigation of the claim of James Bridger for the value of the improvements constructed by him at Fort Bridger (and the rent of said premises by the United States Army), appropriated by the United States for its own use, etc., and a report of the amount equitably due, together with the evidence, for the consideration of the Senate, etc., I have the honor to state, that in the fall of 1857 a portion of the United States Army under the command of Brig. Gen. Albert S. Johnston, on what is

known as the Utah or Mormon expedition, went into camp at and near Fort Bridger, in Green River County, Utah.

This so-called fort was a trading establishment, erected some fourteen years previous, for the purpose of and in connection with trade with surrounding Indians. Some thirteen log buildings were constructed, forming a hollow square, and surrounded by a solid stone wall about 18 feet high and 5 feet thick at the base. Outside of this were outhouses, and a corral about 200 feet square, also inclosed by a stone wall (Exhibits 12 and 13).

In November, 1857, the United States took possession of the premises under a lease or agreement made on the 18th of that month between said Bridger for himself and Louis Vasques, of the first part, and Capt. J. H. Dickerson, assistant quartermaster, U. S. Army, of the second part.

The premises covered by the lease comprised 3,893 acres, including the fort.

For the use thereof the United States agreed to pay the sum of \$600 per annum; but such payment was not to commence until Bridger established his title to the land. The United States was to have the privilege at any time within ten years of purchasing the premises upon the payment of the sum of \$10,000 (Exhibit 4 C).

No rental has been paid under said lease, doubtless because Bridger never did nor could establish his title to the premises (Exhibits 4 D, 4 F, 4 G, and 4 I). The Interior Department never "recognized any private claim in the vicinity of Fort Bridger" (Exhibit 4 G), and a military reservation embracing this tract was declared by the President in July, 1859 (Exhibit 4 I).

The Mormon forces retired from the advance of the United States troops; but before they retired they "burned the buildings in and around Fort Bridger," so that when the United States took possession of the premises in question there were no improvements thereon, except "a high, well-built, strong stone wall, inclosing a square of 100 feet" (Exhibit 2.)

It is true that several persons, some twenty or thirty years after the event, state that when General Johnston arrived at Bridger there were at the fort a number of log-houses and other improvements of the value of from \$20,000 to \$30,000 (Exhibits 6, 7, 8, 14, 15, and 19).

These persons are unquestionably mistaken. They have probably confounded the affairs then existing with those which existed before the destruction of the buildings by the Mormons.

This conclusion is inevitable, because General Johnston, in making his official report immediately upon taking possession of the premises, distinctly stated that the buildings had been burned; and besides, he could not have overlooked, if they had existed, fifteen or twenty buildings, particularly as shelter for troops, as winter was approaching, and for supplies for his army were so much needed (Exhibit 2).

And again, Mr. Bridger would not have consented, as he did (Exhibit 4 C), to sell to the United States for the sum of \$10,000 improvements said to be of the value of \$20,000 to \$30,000, and also the 3,898 acres of land which he claimed to own, if such improvements existed when he executed the lease hereinbefore referred to.

I must therefore report that the improvements at Fort Bridger at the time in question which were appropriated by the United States for its own use consisted of the solid stone wall, 18 feet high and 5 feet thick at the base, inclosing a square of 100 feet (Exhibits 2, 12, and 13).

The wall was laid in cement (Exhibits 8 and 9) which was brought

from the States at a very great expense on account of wagon transportation of about 1,200 miles. A liberal allowance for the improvements therefore should be made, and I fix the sum as both just and generous at \$6,000.

No sum is recommended for rental or for value of the land, because the claimant did not own nor have any title to it (Exhibits 4 D, 4 G, and 4 I), and because rental was promised only when his title to it was established (Exhibit 4 C).

All the evidence and other papers in the case are herewith respectfully transmitted.

Very respectfully, your obedient servant,

S. B. HOLABIRD,
Quartermaster-General, U. S. Army.

The SECRETARY OF WAR.

LIST OF EXHIBITS IN THE CLAIM OF JAMES BRIDGER, GREEN RIVER COUNTY, UTAH.

EXHIBIT 1.—September 14, 1888. Resolution of the United States Senate, referring claim of James Bridger for value of improvements at Fort Bridger and for rent of premises to U. S. Army to the Secretary of War to investigate the justice and equity of claim, and to report to the Senate the amount and value of improvements, the circumstances, contracts, and agreements under which premises were taken, and the amounts paid and due on account of said claim.

EXHIBIT 2.—November 30, 1857. Col. A. S. Johnston, in letter to Maj. I. McDowell, states that before leaving Fort Supply, on Smith's Fork, the Mormons burned the buildings in and about the fort and destroyed the grain, and, so far as they could, the other crops. Fort Bridger, so called, is a strong, high, and well-built stone wall, inclosing a square of 100 feet, and has been appropriated for storage of army supplies. Two lunettes, now under construction, one on the southwest and one on the northeast corner, will make the place defensible by a small force and a safe place for storage.

EXHIBIT 3.—December 21, 1857. Capt. John H. Dickerson, assistant quartermaster, forwards to Quartermaster-General a lease of land claimed by Bridger; states that contract is so drawn that no payment is to be made until title is established.

EXHIBIT 4 A.—August 21, 1869. Claimant, in letter to the Secretary of War, inquires what disposition Government intends to make of Fort Bridger; states that he leased the fort and grounds to the Government in 1857 for ten years, at \$600 per annum, with privilege to purchase at expiration of lease for \$10,000; asks that rents be remitted to him.

EXHIBIT 4 B.—January 6, 1870. Claimant, in letter to Secretary of War, states that he rented Fort Bridger to the Government in 1857 for a term of ten years, at the expiration of which time Government had permission to purchase fort and grounds for \$10,000; asks what disposition is to be made concerning the matter.

EXHIBIT 4 C.—November 15, 1857. Lease between James Bridger (for himself and Louis Vasques), of Missouri, of the first part, and Capt. John H. Dickerson, acting quartermaster, U. S. Army, of the second part, for ten years, of a tract of land (3,898 acres and 2 rods) in Green River County, Utah, at \$600 per annum, with privilege of purchase, at any time during the continuance of lease, for \$10,000; any buildings erected on the land by the United States to remain and descend to party of the first part at expiration of contract. Payment of rental to begin whenever title is established. Contract to terminate three months after notification by the United States of its intention to vacate and discontinue the lease.

EXHIBIT 4 D.—April 19, 1870. Quartermaster-General Meigs reports to the Secretary of War that Mr. Bridger has never established his title to the premises; that it does not appear that he has ever been paid rent therefor; that the President has ordered a military reserve at the post.

EXHIBIT 4 E.—April 23, 1870. Judge-Advocate-General advises that Mr. Bridger be notified to furnish proof of his title to the land; if title be found complete, Congress be appealed to for authority necessary to enable the Secretary of War to purchase the property or to satisfy all rents due.

EXHIBIT 4 F.—April 25, 1870. Inspector-General, U. S. Army, informs Hon. R. T. Van Horn that whenever Mr. Bridger shall produce evidence of title to the satisfaction of the Government, the Department will carry into effect, in good faith, the agreement made in 1857.

EXHIBIT 4 G.—December 14, 1872. Commissioner of Land Office reports to the Adjutant-General, U. S. Army, that the Department never recognized any private claim

in the vicinity of Fort Bridger; no law exists for adjustment of such claims under the treaty of 1848 with Mexico; the Territory not being organized at time of original military reservation, there was no way by which any other title could have been obtained.

EXHIBIT 4 H.—January 12, 1878. James Bridger, in letter to the Secretary of War, inquires whether the Government desires to retain possession of the property leased by him in 1857; requests that the rent due therefor be remitted to him.

EXHIBIT 4 I.—February 8, 1878. Quartermaster-General Meigs, in report to the Adjutant-General, states that it does not appear that Bridger has established his title; that a military reservation was declared by the President July 14, 1879, of 500 square miles, which was reduced February 15, 1872, to 16 square miles.

EXHIBIT 4 K.—May 17, 1880. Hon. Samuel L. Sawyer asks the Secretary of War whether certain improvements at Fort Bridger were made by Mr. Bridger at his own expense, whether any compensation has been made to him, and any other facts bearing upon validity of claim.

EXHIBIT 4 L.—May 22, 1880. Adjutant-General, U. S. Army, reports that the records do not show by whom or at whose expense the improvements were erected; states that the fort is to be re-occupied.

EXHIBIT 4 M.—June 4, 1880. Quartermaster-General Meigs repeats the terms of the lease; states that about \$20,000 have been expended during the past sixteen years for repairs, etc.

EXHIBIT 4 N.—January 21, 1886. The Secretary of War, in letter to the Committee on Claims, United States Senate, states that no record is found of a claim of James Bridger for improvements at Fort Bridger, Utah; that it appears that when occupied by the United States in 1857 all the buildings in and about the fort had been burnt by the Mormons, and that the only improvement was a high, well-built, strong stone wall, inclosing a square of about 100 feet.

EXHIBIT 5.—October 27, 1873. Claimant, in letter to General B. F. Butler, states that he was with, and piloted, the army of General A. S. Johnston in the so-called Utah expedition; that he offered them the use and shelter of Fort Bridger for the winter; that he entered into a written contract with Captain Dickerson, assistant quartermaster, by the terms of which Government was to have possession of the place for ten years (recites the terms of lease as heretofore); that shortly after the expiration of the lease he applied to the Secretary of War for information as to the intentions of the Government, and was advised that as soon as he established his title the Department would comply with its contract; states that he was authorized to establish the fort and settle Salt Lake Valley by the governor of Upper California; has no paper to show for it; that had he not leased the premises to the Government he would have resided thereon and thereby perfected his title.

EXHIBIT 6.—April 27, 1878. A. J. Archambault swears that he was at the site of the present Fort Bridger in the spring of 1843 when James Bridger located his ranch or fort there; that it contained thirteen spacious and substantial log-houses, constructed of heavy hewn timber; the roofs and floors made of sawed boards; roofs covered with sods to make them fire-proof; the houses formed a hollow square in the center of the fort and the whole was surrounded with a strong and solid stone wall; outside of the fort were six other log-houses built in the same manner; also strong corrals for the protection and safe-keeping of horses and cattle; claimant resided on the ranch for some time and claimed the premises as his home, and it was conceded by every one that he owned them and held them in undisputed possession.

EXHIBIT 7.—January 20, 1880. William T. Mack Craw swears that he knows that James Bridger resided at Fort Bridger with his family for many years; that the improvements thereon consisted of thirteen houses altogether, strong, hewed log-houses fortified by a stone wall 18 feet high and 5 feet thick, laid in cement; also a strong corral for stock, surrounded by a stone wall, with other outhouses, pasture-fields, and grounds, costing at least \$20,000. Affiant understood that said James Bridger leased these premises to the Government.

EXHIBIT 8.—January 21, 1880. John Kinney swears that he was employed as teamster in conveying stores to the army of General Albert S. Johnston in Utah in 1857; remained with the army at Fort Bridger several months; that there were on the premises thirteen houses constructed of heavy, hewn logs, plank floors, and roofs covered with sods; all inclosed by a stone wall laid in cement about 18 feet high by 5 thick, having bastions at each corner and inclosing about 4,000 feet of land; also a corral for stock about 200 by 300 feet square, likewise inclosed by a stone wall laid in cement, together with six outhouses, also built of heavy, hewed logs; pastures and grounds. In affiant's judgment said improvements could not have been placed there at a cost of less than \$20,000.

EXHIBIT 9.—January 21, 1880. O. H. P. Rippeto swears that he is well acquainted with claimant; that he was with the army of General A. S. Johnston in 1857 as wagon master and remained with said army at Fort Bridger for some time; on arrival at the fort found valuable improvements, which consisted of thirteen houses built of heavy,

hewn logs, floored with sawed planks, and covered with sawed planks and sods, inclosed by a stone wall, 18 feet high and 5 feet thick, laid in cement, with bastions at each corner, inclosing about 4,000 feet of land; also a strong corral for stock, about 200 by 300 feet square, inclosed in like manner by a stone wall laid in cement; together with six other outhouses and pasture and grounds; the whole improvement could not be placed at a less value than \$20,000.

EXHIBIT 10.—March 30, 1880. H. T. Childs swears that he was employed at Fort Bridger in 1857; that the improvements consisted of a number of heavy log-houses, fortified by a stone wall about 18 feet high, and having bastions at each corner, said wall inclosing a space of about 4,000 square feet; there was also a corral for stock, inclosed by a stone wall about 10 feet high, besides several log-houses outside the fort. The whole improvements could not have been placed there for a sum less than \$20,000.

EXHIBIT 11.—December 5, 1883 and January 9, 1884. Bill S. 380, first session Forty-eighth Congress, authorizing James Bridger to commence suit in the Court of Claims against the United States within one year after passage of act, for value of improvements constructed by him at Fort Bridger, and appropriated by the United States.

EXHIBITS 12 AND 13.—January 9, 1884. Committee on Claims, United States Senate, report that about 1843 claimant located upon a tract of land in Green River County, Utah, and commenced the erection of a trading house and other buildings and improvements; from that date resided at post in trade with Indians until 1857; at that time there were thirteen log-houses, forming a hollow square, surrounded by a solid stone wall, 18 feet high, 5 feet thick, laid in cement, with bastions at each corner; outside a corral for stock 200 by 300 feet square, also inclosed by a stone wall about 10 feet high, 2½ or 3 feet thick, together with six other outhouses. In 1857 the army of Utah, under General A. S. Johnston, took possession of the premises on behalf of the United States under a lease executed by Capt. John H. Dickerson. The United States continued to occupy the premises from date of lease (November 8, 1857) to the present time, and are now enlarging with a view to permanent occupancy. Claimant has never established his title to the premises, and the committee recommend that he be permitted to go to the Court of Claims.

EXHIBIT 14.—May 17, 1886. Joseph T. S. Wright swears that in 1857 he was with the army of General A. S. Johnston, at Fort Bridger; remained there until the next June. The improvements consisted of some thirteen log-houses fortified by a stone wall laid in cement, 18 feet high and 5 feet thick, inclosing an area of about 4,000 square feet, a strong corral 200 by 300 feet square, also inclosed by a stone wall, 10 feet high by 2½ feet thick, with other outhouses, all costing about \$20,000. Bridger died six or seven years ago.

EXHIBIT 15.—July 12, 1887. Joseph C. Irwin swears that he was with General A. S. Johnston's army in 1857 when it reached Fort Bridger; that there were a number of strong houses surrounded by a strong stone wall of great height and thickness, with bastions at each corner, a corral for stock, similarly inclosed with a stone wall, besides several other buildings and outhouses; thinks they were then and now worth \$25,000 or \$30,000.

EXHIBIT 16.—December 12, 1887. Bill S. 480, Fiftieth Congress, first session. For relief of James Bridger, or his legal representatives.

EXHIBIT 17.—Charles M. Carter, attorney for claimant, states that some ten or twelve affidavits filed in this case before Congress were lost. They set forth that James Bridger located in Green River County, Utah, in 1843, and built Fort Bridger, which consists of thirteen log-houses forming a hollow square, surrounded by a stone wall, laid in cement, 18 feet high and 5 feet thick, with bastions at each corner. Outside of the wall was a strong corral for stock, about 200 by 300 feet square, also inclosed by a stone wall about 10 feet high by 2½ or 3 feet thick, together with six other outhouses. Bridger was prevented from establishing his title by the President declaring the tract a military reservation July 14, 1859, and by loss of his agreement with the governor of Chihuahua, Mexico, who agreed to grant him about 5,000 acres in Green River County, which included Fort Bridger, in consideration of his planting a colony at that point. The improvements cost \$20,000.

EXHIBIT 18.—C. M. Carter, attorney for claimant, in argument before Committee on Claims, United States Senate, states that in 1843 the governor of Chihuahua promised James Bridger a grant of land in Green River County, Utah (then Mexican territory), to establish a colony, and that Bridger erected Fort Bridger, at an expense of \$20,000; that he was to plant the colony and retain possession of the country for a term of years before receiving his title. The Mexican war changed his plans, as the country became part of the United States. He felt easy and continued in possession until the Mormon troubles broke out, and the U. S. Army came in 1857 and quartered in his fort. Two years later the President declared the tract a military reservation.

EXHIBIT 19.—December 7, 1888. Daniel M. Ross swears that he was well acquainted with Fort Bridger in 1857 at the time the Utah army took possession of it

That it consisted of thirteen strong, substantial houses, surrounded by a solid stone wall, 18 feet high and 5 feet thick, with bastions at each corner; a strong corral for stock about 200 by 300 feet, inclosed by a stone wall about 10 feet high and 2½ or 3 feet thick. There were also other outhouses. Thinks the whole must have cost at least \$30,000.

EXHIBIT 20.—January 12, 1889. C. M. Carter, attorney, in reply to office letter, states that it is impossible for him to obtain more definite evidence than that on file, for the reason that James Bridger and most of his witnesses are dead.

WAR DEPARTMENT,
Washington City, February 19, 1886.

SIR: Acknowledging receipt of your request of January 25, 1886, for copies of any papers bearing on the lease of the site of Fort Bridger to the United States by James Bridger, I have the honor to forward copies of papers found on the files of the Department concerning the matter.

I beg to suggest, in view of the frequent calls upon the Department for information in this case, that the accompanying papers and my letter to you dated January 21, 1886 (copy herewith), may be printed.

Very respectfully,

WILLIAM C. ENDICOTT,
Secretary of War.

Hon. AUSTIN F. PIKE,
Chairman of Committee on Claims, Senate.

WAR DEPARTMENT,
Washington City, January 21, 1886.

SIR: I have the honor to acknowledge the receipt of the communication of the clerk of the Committee on Claims, of December 21, 1885, inclosing Senate bill No. 287, Forty-ninth Congress, first session, and requesting copies of papers relating to the claim of James Bridger for the value of improvements erected by him at Fort Bridger, Green River County, Utah, appropriated by the Government

In reply thereto, the Adjutant-General reports as follows:

"The records of this office afford no mention of a claim of James Bridger for the value of improvements by him erected or constructed at Fort Bridger, Utah, and appropriated by the United States to its own use. On the contrary, it appears from a report of General Albert Sidney Johnston, then commanding in Utah, dated November 30, 1857, that prior to the date of occupation of that point by the United States all the buildings in and about Fort Bridger had been burned by the Mormons, and that all the improvements that were appropriated by the troops were a high, well-built, strong stone wall, inclosing a square of 100 feet. An extract from General Johnston's report is herewith."

Very respectfully,

WILLIAM C. ENDICOTT,
Secretary of War.

Hon. AUSTIN F. PIKE,
Chairman Committee on Claims, Senate.

EXHIBIT 2.

HEADQUARTERS ARMY OF UTAH,
Camp Scott (near Fort Bridger, Black's Fork, G. R.), November 30, 1857.

MAJOR: * * * The Mormons, before they retired, burned the buildings in and about Fort Bridger, and also Fort Supply on Smith's Fork, 12 miles hence, and destroyed the grain and, as far as they could, other crops at that place. Fort Bridger, so called, is a high, well-built, strong stone wall, inclosing a square of 100 feet, and has been appropriated for the storage of the supplies for the army.

The addition of two lunettes, now being constructed, one on the southwest corner and the other on the northeast corner of a stone inclosure adjoining the main one, but not so high, will make it defensible by a small force and a safe place of deposit for the public property that may be left when the army advances.

With great respect, your obedient servant,

A. S. JOHNSTON,
Colonel Second Cavalry, Commanding.

Maj. J. McDOWELL,
Assistant Adjutant-General, Headquarters of the Army.

EXHIBIT 3.

CAMP SCOTT, UTAH,
December, 21, 1857.

SIR: I forward herewith a lease* of a tract of land claimed by James Bridger. He bases his claim to it on some Mexican or Spanish law, somewhat similar to the pre-emption laws of the United States. I think it exceedingly doubtful whether his title is good, but the contract is so drawn that no payment is to be made until he establishes his title. I have leased the property in order to prevent heavy reclamations on the Government for loss or destruction of private property in case his title is good.

There will most probably be a permanent post established in this immediate vicinity and the tract leased would be essential to it for wood, grazing, and procuring hay.

I will in a few days make and forward to you a survey for a Government reserve, embracing the timbered and grazing lands.

I am, general, very respectfully, your obedient servant,

JNO. H. DICKERSON,
Captain, Acting Assistant Quartermaster.

Maj. Gen. THOS. S. JESUP,
Quartermaster-General, U. S. Army.

WAR DEPARTMENT,
Washington City, January 20, 1880.

SIR: At the request of C. M. Carter, attorney for James Bridger, I inclose herewith a duly certified copy of contract* with James Bridger for a tract of land upon which Fort Bridger, Utah Territory, is situated, with copy of letter from Capt. Jno. H. Dickerson, assistant quartermaster, dated Camp Scott, Utah, December 21, 1857, transmitting the said lease.

Very respectfully,

ALEX. RAMSEY,
Secretary of War.

Hon. S. L. SAWYER,
House of Representatives.

EXHIBIT 4 A.

WESTPORT, MO., August 21, 1869.

DEAR SIR: I would most respectfully apply to be informed what disposition the Government of the United States intends to make of Fort Bridger, which fort and grounds I have leased to the Government in the year 1857 for the term of 10 years at the rate of \$600 per annum, with the privilege to purchase it at the expiration of said lease for the sum of \$10,000.

I would also respectfully apply to cause the rents accrued thereon to be remitted to me.

I have the honor to be, very respectfully, your most obedient servant,

JAMES BRIDGER.
Per A. WADSMAN.

The SECRETARY OF WAR,
Washington, D. C.

EXHIBIT 4 B.

WESTPORT, MO., January 6, 1870.

DEAR SIR: I have the honor to represent to you most respectfully that in the year 1857 I have leased to the Government of the United States my fort (Fort Bridger, D. T.) at the following terms:

The lease was for a term of 10 years at the rate of \$600 per annum; also that after the expiration of said 10 years the Government may, at its pleasure, purchase said fort and ground for the sum of \$10,000. But in case the Government should not desire to make such purchase, it shall give to me peaceful possession of said fort and grounds with all improvements thereon. I would therefore most respectfully apply

*Exhibit 4 C.

for information what disposition the Government intends to make concerning this matter.

Hoping to be favored with an early answer, I have the honor to be, very respectfully, your obedient servant,

JAMES BRIDGER.
Per A. WACHSMAN.

Address, Westport post-office, Missouri.

The SECRETARY OF WAR,
Washington, D. C.

Respectfully referred to the honorable Second Comptroller, U. S. Treasury, Washington, D. C., with request that he will please furnish this office with a certified copy of the lease herein referred to, the same having been forwarded to his office by the Quartermaster-General March 4, 1858.

These papers to be returned.

By order Assistant Quartermaster-General.

JAMES A. EKin,
Deputy Quartermaster-General, Brevet Brigadier-General.

QUARTERMASTER-GENERAL'S OFFICE, *February 16, 1870.*

Respectfully returned to General James A. Ekin, Deputy Quartermaster-General, with a copy of lease inclosed as requested.

J. M. BRODHEAD,
Comptroller.

SECOND COMPTROLLER'S OFFICE, *February 19, 1870*

EXHIBIT 4 C.

Articles of agreement made and entered into this eighteenth day of November, one thousand eight hundred and fifty-seven, between James Bridger (for himself and Lewis Vasquez), of the State of Missouri, of the first part, and Capt. Jno. H. Dickerson, assistant quartermaster, U. S. Army, on behalf of the United States, of the second part.

This agreement witnesseth that the said party of the first part, for and in consideration of promises hereinafter made by the said party of the second part, on behalf of the United States, leases, for a term of ten years, a tract of land consisting of 3,898 A. Q. R.) three thousand eight hundred and ninety-eight acres and two roods, situated in Green River County, Utah Territory, and is the same tract that is described in the plat hereunto annexed and signed by the two contracting parties, which plat in lines, words, and figures is a true copy of the original. The said party of the first part grants the free use of Fort Bridger, and all the timber, wood, stone, and whatever may be found above the ground or below the ground, within the limits of said tract of land, for any purposes to which the officers of the United States Government may wish to appropriate them.

The payments hereinafter promised to be made by the said party of the second part, on behalf of the United States, to commence whenever and so soon as the said party of the first part establishes his title to the said tract of land to the satisfaction of the Quartermaster-General of the U. S. Army, or whenever the Attorney-General of the United States shall pronounce the title good.

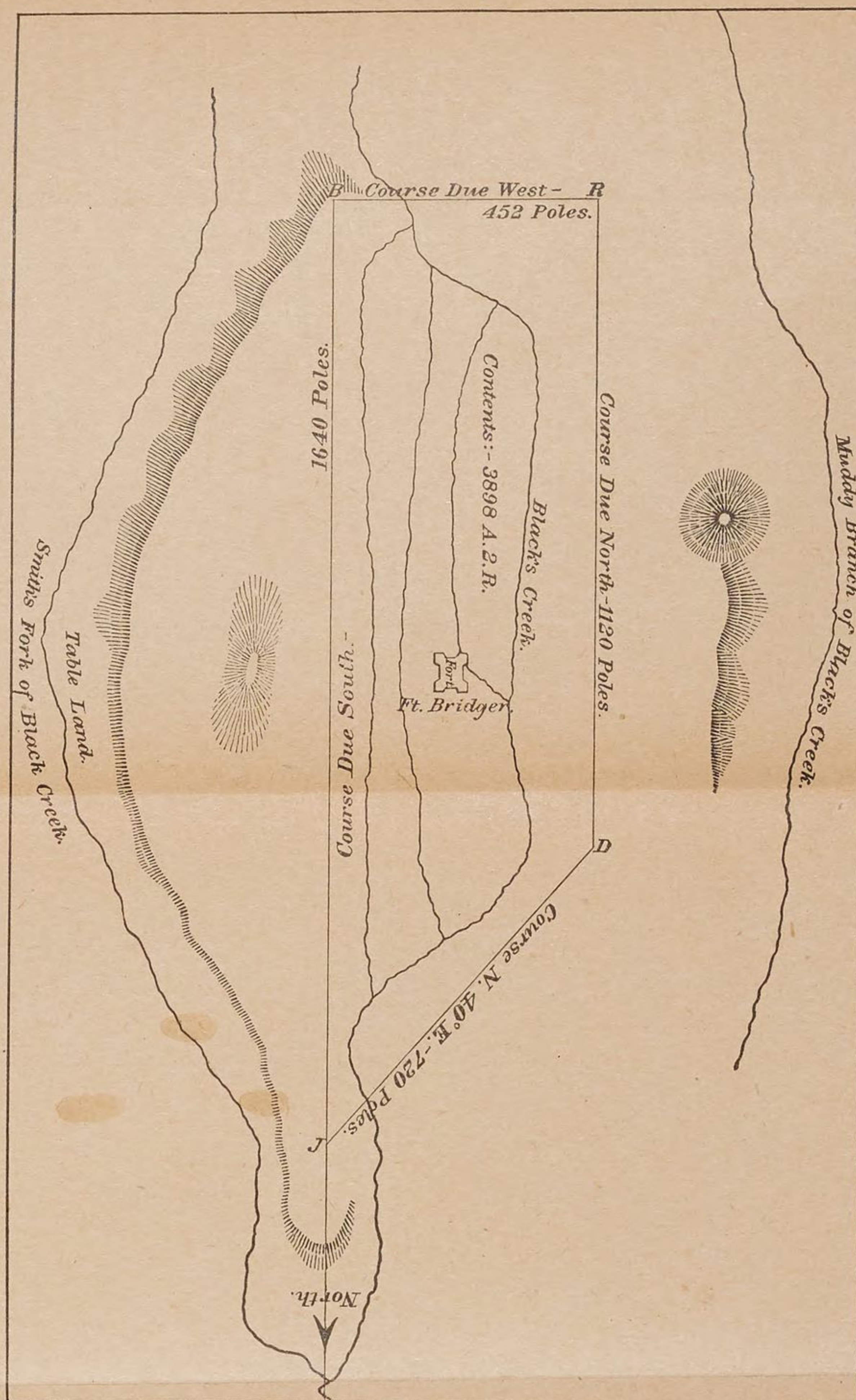
The said party of the second part promises on behalf of the United States to pay to the said party of the first part the sum of six hundred dollars per annum for the foregoing specified uses of said tract of land.

It is understood and agreed upon by the two contracting parties that any buildings that shall have been erected by the U. S. Government on the said tract of land, and shall remain standing at the expiration of this lease, shall descend freely and fully to the said party of the first part.

It is further understood and agreed upon by the two contracting parties that the United States Government, through its agents, shall have the privilege at any time within the period of this lease of purchasing said tract of land by paying the said party of the first part the sum of ten thousand dollars.

This contract to be null and void three months after the said party of the first part shall have been duly notified by the Quartermaster-General of the U. S. Army, or by his agent, that it was the intention of the United States Government to discontinue the lease of said tract of land.

A survey of land made for James Bridger, November 6, 1853, in the Territory of Utah and County of Green River.



JNO. H. DICKINSON,
Capt. and A. Q. M., U. S. A.
his
JAMES X BRIDGER.
mark.

Beginning at the corner (marked "J" on the plat) on north side of Black's Fork 72 poles on a due south line from said stream, running thence due south 1,640 poles to a stone corner on east side of said Black's Fork (marked "B" on the plat), 160 poles from said stream on a due west line; thence due west 452 rods to a stone corner (marked "R" on the plat); thence due north 1,120 poles to a stone corner (marked "D" on the plat) on north side of Black's Fork, (marked "J" on the plat). Contents, 38,98 acres, 2 roods. Surveyed by John H. Hockaday.

Lewis Vasquez, Charles La Junesse, and James Bridger settled upon the land within site of Fort, as stated by Mr. Bridger:

GENERAL LAND OFFICE, March 9, 1854.

JOHN WILSON, Commissioner.

T. MITCHELL, Clerk.

A true copy of the original.

A true copy.

SECOND COMPTROLLER'S OFFICE, February 18, 1870.

CLAIM OF JAMES BRIDGER.

9

In witness whereof we have hereunto set our hands and affixed our seals this day and year first above written.

[SEAL.]

his
JAMES X BRIDGER.
mark.

JNO. H. DICKERSON,
Captain and Assistant Quartermaster, U. S. Army.

In presence of—

A. T. A. TORBERT,
Second Lieutenant Fifth Infantry, U. S. Army.
CHAS. D. SCHMIDT,
Clerk, Quartermaster's Department.

EXHIBIT 4 D.

Respectfully returned to the honorable Secretary of War, together with copy of the lease herein referred to.

Mr. Bridger has never established his title to the premises.

It does not appear from the records of this office that the tract of land was ever taken up on any officer's Form 2, or that rent has ever been paid therefor under said lease.

A military reservation at this post was ordered by the President July 14, 1859.

M. C. MEIGS,
Quartermaster-General, Brevet Major-General, U. S. Army.

QUARTERMASTER-GENERAL'S OFFICE.

April 19, 1870.

Brief of James Bridger, Westport, Mo., relating to a lease of property to the Government, etc.

Respectfully referred to the Secretary of War with the request for such information as may enable me to answer properly the within inquiries, etc.

R. T. VAN HORN.

HOUSE OF REPRESENTATIVES,
April 21, 1870.

EXHIBIT 4 E.

[Indorsement.]

WAR DEPARTMENT,
BUREAU OF MILITARY JUSTICE,
April 23, 1870.

Respectfully returned to the Secretary of War.

It can only be advised in this case that Mr. Bridger (who represents himself as ignorant of the intentions of the Government in regard to this property) shall be forthwith notified to furnish an exhibit of his title to the land (as required in the lease as a condition precedent to his receiving payments of rent therefor), with the understanding that, upon his title being approved as perfect by the Attorney-General, the executive department of the Government will, if authorized by Congress, proceed to complete the transaction.

It is further recommended, therefore, that such proof of title as is furnished by Bridger be submitted at once to the Attorney-General for his opinion; and further, that, if the title be found complete, Congress be appealed to for the authority necessary to enable the Secretary of War to purchase the property; or, if the purchase is not proposed, for an appropriation of a sufficient amount to satisfy all rents which may be due to Bridger under the lease.

J. HOLT,
Judge-Advocate-General.

EXHIBIT 4 F.

WAR DEPARTMENT,
Washington City, April 25, 1870.

SIR: The Secretary of War directs me to return to you the accompanying letter of James Bridger, esq., of Missouri, relative to the lease of Fort Bridger, Dak., and to inform you that whenever, as required by the agreement between himself and the

CLAIM OF JAMES BRIDGER.

United States, Mr. Bridger shall produce evidence of his title to the site of that military post, and the Attorney-General of the United States shall declare the title so exhibited to be perfect, this Department will be prepared to carry into effect, in good faith, the agreement made with Mr. Bridger by the military authorities in the year 1857.

Very respectfully, etc.,

Hon. R. T. VAN HORN,
Member of Congress.

ED. SCHRIVER,
Inspector-General.

EXHIBIT 4 G.

DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE,
Washington, D. C., December 14, 1872.

SIR: I am in receipt, by reference from you the 12th instant, of a letter from Henry N. Blake, attorney, to the honorable Secretary of War, dated 30th October last, inquiring if the United States ever leased Fort Bridger, Utah, for twenty years or any other term from William C. Brown.

In reply I have to state that there is nothing on file in this office showing that any lease of Fort Bridger, or any part thereof, was ever made with Mr. Brown, his name not even appearing in a plat of survey filed in this office in 1854 by James Bridger, who claimed in accordance with said private survey executed by J. M. Hockaday.

This office has never recognized any private claim in the vicinity of Fort Bridger.

Should any claims have existed in that locality under the treaty of 1848 with Mexico there is no law for their adjustment.

No knowledge of any such claim has ever been presented to this office.

The Territory not being organized at the time of the original military reservation, there was no way by which any other title could have been obtained.

Mr. B.'s letter herewith returned.

Very respectfully, your obedient servant,

WILLIS DRUMMOND,
Commissioner.

Adjutant-General E. D. TOWNSEND, U. S. Army.

EXHIBIT 4 H.

NEW SANTA FÉ, JACKSON COUNTY, MO.,
January 12, 1878.

SIR: I would most respectfully apply to be informed of the intention of our Government in regard to my property, Fort Bridger, Wyo., which I leased to said Government in the year 1857 for a term of years, a copy of such lease being on file in your Department. I desire to be informed whether our Government wishes to continue possession thereof; and, if so, I should be pleased to have the rent due thereon, and now in arrear, remitted to me as soon as practicable.

I have the honor to be, very respectfully, your most obedient servant,

JAMES BRIDGER.

The SECRETARY OF WAR,
Washington, D. C.

[First indorsement.]

ADJUTANT-GENERAL'S OFFICE,
Washington, January 25, 1878.

Respectfully referred to the Quartermaster-General for such information as the records of his office afford.

E. D. TOWNSEND,
Adjutant-General.

EXHIBIT 4 I.

[Second indorsement.]

QUARTERMASTER-GENERAL'S OFFICE,
Washington, February 8, 1878.

Respectfully returned to the Adjutant-General of the Army, together with such papers connected with the reserve as are on file here.

The lease referred to, made on the 18th November, 1857, between James Bridger and Capt. J. H. Dickerson, assistant quartermaster, after an extended search, has been discovered, and is herewith.

It will be observed that Captain Dickerson in his report of December 21, 1857, remarks that Mr. Bridger bases his claim upon some Mexican or Spanish law, but that it is exceedingly doubtful whether his title is good, and that the contract is so drawn that no payment is to be made until he establishes his title, and that he has leased the property in order to prevent heavy reclamations on the Government for losses or destruction of private property in case his title is good.

It does not appear that he has ever established his title, for a military reservation was duly declared by the President July 14, 1859, embracing an area of 500 square miles, which was reduced February 15, 1872, to 16 square miles.

It will be observed that the Commissioner of the General Land Office, December 14, 1872, advised the Adjutant-General that—

“This office has never recognized any private claim in the vicinity of Fort Bridger.

“Should any claim have existed in that locality under the treaty of 1848 with Mexico there is no law for their adjustment.

“The Territory not having been organized at the time of the original military reservation, there was no way by which any other title could have been obtained.”

The return of such of the papers as belong to the files of this office is requested, after having served their purpose.

M. C. MEIGS,
Quartermaster-General, Brevet Major-General, U. S. Army.

[Third indorsement.]

ADJUTANT-GENERAL'S OFFICE,
Washington, February 14, 1878.

Respectfully returned to the Secretary of War, inviting attention to preceding indorsements and accompanying papers, including the lease in question, made November 18, 1857, between James Bridger and Capt. J. H. Dickerson, assistant quartermaster, found in the office of the Quartermaster-General.

E. D. TOWNSEND,
Adjutant-General.

EXHIBIT 4 K.

HOUSE OF REPRESENTATIVES,
Washington, D. C., May 17, 1880.

SIR: A claim of James Bridger, now residing in Jackson County, Mo., for \$10,000, as compensation for the use and occupation, by a portion of the U. S. Army, of Fort Bridger from 1857 to the present time, has been referred to me by the chairman of the Committee (House of Representatives) on Claims for examination and report to the full committee. I inclose an affidavit of E. H. Rippeto as a sample of many which have been filed. Referring to the original contract of lease by the Government with Mr. Bridger (a copy of which I find with the papers), dated November 18, 1857, now on file in your Department, I will be pleased to learn whether the improvements mentioned in the affidavit of Mr. Rippeto were erected by Mr. Bridger at his own expense; whether any compensation has been made to him, and any other facts in the possession of the Department which have a bearing upon the validity of his claim.

Please return with answer the inclosed affidavit.

Very respectfully,

SAM'L L. SAWYER.

Hon. ALEX. RAMSEY,
Secretary of War.

CLAIM OF JAMES BRIDGER.

EXHIBIT 4 L.

[First indorsement.]

ADJUTANT-GENERAL'S OFFICE,
Washington, May 22, 1880.

Respectfully returned to the Secretary of War, with papers from the files of this office relating to the claim of Mr. James Bridger, and inviting attention to War Department letter to him dated February 21, 1878, from which it will be seen that at that time the Department did not recognize his claim to ownership or rent of Fort Bridger.

Nothing appears of record here to show by whom or at whose expense the improvements mentioned in the within affidavit of Mr. Rippetto were erected. The records of the Quartermaster-General's office, where the original lease is filed, may furnish additional information upon this point; also as to whether or not any compensation has ever been made to Mr. Bridger in the matter.

In this connection it is remarked that Fort Bridger, which has not been garrisoned for some time, is to be reoccupied.

R. C. DRUM,
Assistant Adjutant-General.

EXHIBIT 4 M.

[Second indorsement.]

QUARTERMASTER-GENERAL'S OFFICE,
Washington, June 4, 1880.

Respectfully returned to the honorable Secretary of War.

The lease made by Captain Dickerson, on November 18, 1857, was to run for ten years, at \$50 per month, and covered 3,898 acres of land, Mr. Bridger granting the free use of Fort Bridger and all the timber, wood, stone, and whatever might be found above or below the ground within the limits of said tract of land for any purposes for which the officers of the United States Government might wish to appropriate them; payment of rent to commence when his title was established to satisfaction of Quartermaster-General or Attorney-General.

It was further agreed that any buildings that should be erected by the United States on the said tract of land and should remain standing at the expiration of this lease should descend fully to said Bridger.

The money accounts of Captain Dickerson, on file at the Treasury, will show what expenditures, if any, were incurred for sheltering the troops at that time.

It will be observed from my indorsement of February 8, 1878, herewith, that I reported that Mr. Bridger had never established his title, but, on the contrary, that the President declared a military reservation July 14, 1859, and that the General Land Office had never recognized any private claim in the vicinity of Fort Bridger, and further, that should any claim have existed in that locality under the treaty of 1848 with Mexico, there was no law for their adjustment, etc.

A full description of existing buildings at the post will be found printed on page 217, "Outline description of United States military posts and stations, 1872," and on page 217, Surgeon-General's circular (8), of 1875.

The records show that upon these buildings the Quartermaster's Department has expended during the last sixteen years, for repairs, etc., about \$20,000.

M. C. MEIGS,
Quartermaster-General, Brevet Major-General, U. S. Army.

EXHIBIT 4 N.

WAR DEPARTMENT,
Washington City, June 9, 1880.

SIR: In reply to your letter of the 17th ultimo, requesting information relative to the claim of James Bridger, of Jackson County, Mo., for compensation for alleged use and occupation by United States troops of Fort Bridger, Wyo., since November, 1857, I have the honor to inform you that Mr. Bridger was, February 21, 1878, informed that his failure to establish his title to the property in question, previous to its being embraced in a military reservation, precluded the Secretary of War from recognizing his claim to ownership or rent.

A copy of a report of the Quartermaster-General is herewith inclosed, which embraces all the information in relation to this claim in the possession of this Department and its Bureaus.

Very respectfully, your obedient servant,

ALEX. RAMSEY,
Secretary of War.

Hon. SAMUEL L. SAWYER,
Committee on Claims, House of Representatives.

The affidavit of O. H. P. Rippeto is returned herewith, as requested.

EXHIBIT 5.

NEAR NEW SANTA FÉ, JACKSON COUNTY, MO.,
October 27, 1873.

DEAR GENERAL: With the advice of some of my friends, and having myself every conceivable confidence in your ability and sense of justice, I would most respectfully beg leave to address you with the view of soliciting your valuable influence and assistance in the prosecution of my rightful claim against our Government regarding my property, Fort Bridger, Wyo., begging that you will have the kindness to undertake the prosecution and collection of said claim in the manner you may deem best.

You are probably aware that I am one of the earliest and oldest explorers and trappers of the Great West now alive. Many years prior to the Mexican war, the time Fort Bridger, with adjoining Territories, became the property of the United States, and for ten years thereafter (1857), I was in peaceable possession of my old trading post, Fort Bridger, occupied it as such and resided thereat, a fact well known to the Government as well as the public in general.

Shortly before the so-called Utah expedition, and before the Government troops under General S. A. Johnston arrived near Salt Lake City, I was robbed, and threatened with death, by the Mormons, by the direction of Brigham Young, of all my merchandise, stock—in fact of everything I possessed, amounting to more than \$100,000 worth—the buildings in the fort partially destroyed by fire, and I barely escaped with my life.

I was with and piloted the army under said General Johnston out there, and since on the approach of winter no convenient shelter for the troops and stock could be found in the vicinity of Salt Lake, I tendered to them my so-called fort (Fort Bridger), with the adjoining shelter, affording rally for winter quarters. My offer being accepted, a written contract was entered into between myself and Captain Dickerson, of the quartermaster department, in behalf of the United States, approved by General S. A. Johnston, and more, so signed by various officers on the general's staff, such as Maj. Fitz-John Porter; Drs. Maddison, Mills, and Bailey; Lieutenant Rich, Colonel Weight, and others, a copy of which is now on file in the War Department at Washington. I also was furnished with a copy thereof, which was unfortunately destroyed during the war.

But the following were the terms agreed upon in said contract:

The Government was to have possession of said fort and grounds for a term of ten years, paying therefor as rent \$600 per annum; and it was also stipulated that should, at the expiration of said ten years, the Government desire to retain or purchase said fort and grounds, it was at liberty to do so by paying me the sum of \$10,000 in gold outside of the yearly rents.

Shortly after the expiration of the term of said lease I applied to the Secretary of War for information in regard to the intention of the Government in regard to my fort, whether they intended to keep or retain it, and also for the rent due me and remaining unpaid. In reply I was informed that whenever I could establish to the satisfaction of the War Department my title to said fort and grounds, Department would comply with its contract.

Now, although I was authorized to establish my fort there and settle Salt Lake Valley by the governor of Upper California, I have no proper papers to show therefor.

But I would respectfully call your attention to the fact that, had I not leased the premises in good faith to the Government, I would now reside thereon, and would surely by this time have perfected my title thereto under the several acts of Congress since passed, from which I was prevented by the Government keeping me out of possession thereof.

Further, I desire to state that the premises were surveyed and located by John M. Hockaday, a Government surveyor; but as it appears the latter had resigned as such, though I do not know whether his resignation was accepted before or after said survey. A copy of said survey is now on file in the surveyor-general's office in Washington.

It is my belief that I could have then easily obtained a patent for said land had I applied for the same, but owing to the fact that I was all my life out in the mount-

ains, and consequently ignorant what steps were required to be taken to perfect my title to the premises.

I am now getting old and feeble, and am a poor man, and consequently unable to prosecute my claim as it probably should be done. For that reason I respectfully apply to you, with the desire of intrusting the matter into your hands, authorizing you, for me, to use such means as you deem proper for the successful prosecution of this claim. I would further state that I have been strictly loyal during the late rebellion, and during the most of the time in the war in the employment of the Government. Trusting confidently that you will do me the favor of taking the matter in hand or furnish me with your advice in regard to the matter,

I have the honor, general, to be your most obedient servant,

JAMES BRIDGER.

General B. F. BUTLER,
United States Senator.

EXHIBIT 6.

STATE OF MISSOURI, *City of Saint Louis*, ss:

Be it remembered that on this 27th day of April, A. D. 1878, personally appeared before the undersigned, a notary public within and for the city and State aforesaid, who was qualified as such on the 28th day of November, A. D. 1874, and whose commission expires on the 4th day of November, in the year 1878, August Archambault, who is known to me to be the person he represents himself to be, and upon being duly sworn by me says, that he is personally well acquainted with James Bridger, the Western pioneer and trader, and has known him a long time as an honest and upright man; that affiant has been employed by the company of which James Bridger was a partner as a hunter and trapper. Affiant was, in the spring of the year 1843, with said James Bridger at the site of the present Fort Bridger, on Black's Fork, in Green River Valley, now in Wyoming Territory, when he, the said James Bridger, located his ranch or fort there, and remained there during the whole time it took to build it. Said ranch or fort contained thirteen spacious and substantial log-houses, constructed out of heavy hewed timber, which had to be hauled from some distance; the roof and floors were made out of sawed boards, which were sawed out with whip-saws; the roofs were also covered with sod to render them fire-proof, and the houses were so located as to form a hollow square in the center of said fort, and the whole was surrounded by a stone wall strong and solid; outside of such fort were six other log-houses, built in the same manner and of the same material, and were used as stables and other purposes; besides these there were strong corrals or inclosures for the protection and safe-keeping of horses and cattle. All these improvements were, owing to existing circumstances, very costly and expensive.

Affiant further says that Mr. James Bridger resided at said ranch or fort for a number of years, and done a general trading business with Indians, trappers, and emigrants to Oregon and California; that he claimed the premises as his home and only home, and to affiant's best knowledge and belief had no other home at that time; that the said James Bridger lived there with his family, and it was generally conceded by everybody that he owned said premises, and held them in undisputed possession.

Affiant further says that he is not related to James Bridger, and has no interest in any of his claims whatsoever.

A. J. ARCHAMBAULT.

Sworn and subscribed to before me the year and day first above written. Witness my hand and notarial seal at office.

[SEAL.]

JULIUS CONRAD,
Notary Public.

And I do furthermore certify that I am not related to James Bridger, and have no interest in this claim whatsoever.

JULIUS CONRAD,
Notary Public.

EXHIBIT 7.

STATE OF MISSOURI, *County of Jackson*, ss:

I, William T. Mack Craw, of the county of Jackson, in the State of Missouri, upon oath state, that I am well acquainted with James Bridger, lately of Fort Bridger, Wyoming Territory, and now of Jackson County, Missouri; that I know that the

said James Bridger resided at said Fort Bridger, with his family as his home for many years; that his said improvements thereon consisted, as nearly as I can remember, of thirteen houses, altogether; strong hewed log-houses, fortified by a stone wall; laid in cement, 18 feet high and 5 feet thick, encompassing an area of about 4,000 square feet, also a strong corral 200 by 300 feet square, used for stock, inclosed by a stone wall 10 feet high and 2½ or 3 feet thick, with other outhouses, pasture, field, and grounds, costing an outlay of at least \$20,000, considering the price of labor and the remote distance from the civilized world at the time.

I also understand that the said James Bridger had leased said fort and premises in the fall of the year 1857 to our Government, for a term of ten years, at the annual rent of \$600 in gold, and that it was also agreed in said written contract that at the expiration of said term of ten years the Government could, at its option, purchase said fort and premises for the sum of \$10,000, or return the same to its owner, with all improvements thereupon. And I further state that I am not in the least interested in this or any other claim of said James Bridger.

his
WILLIAM T. X MACK CRAW.
mark.

Signed in the presence of—

A. WACHSMAN.

W. W. GRIFFITH.

STATE OF MISSOURI, *County of Jackson* :

Personally appeared before the undersigned, a notary public for and within the State and county aforesaid, who was qualified as such February 24, 1879, and whose commission expires February 24, 1883, William T. Mack Craw, who, being duly sworn, says the foregoing statements are true and correct to the best of his knowledge and belief.

Sworn and subscribed to before me this 20th day of January, 1880.

A. WACHSMAN,
Notary Public.

EXHIBIT 8.

STATE OF MISSOURI, *County of Jackson*, ss :

I, John Kinney, of the county of Jackson, in the State of Missouri, upon oath state that I am well acquainted with James Bridger, formerly of Fort Bridger, in Wyoming Territory, but now residing in this county and State; that I was employed as a teamster in conveying stores to the army of Utah, under the command of General Albert S. Johnston, in the year 1857; that I remained with said army for a number of months at Fort Bridger.

That it was generally known and understood by all connected with said army, and I do believe, that the said James Bridger did rent or lease his property or premises called Fort Bridger to our Government for a term of years and for a stipulated sum, to be paid to him annually.

That there were valuable improvements upon said premises upon our arrival there, made by the said James Bridger, which to the best of my recollection consisted in thirteen houses, constructed out of heavy hewed logs, plank floors, and plank roofs, covered with earth and sod, which were inclosed by a stone wall, laid in cement, about 18 feet high by 5 feet thick, having bastions at each corner, and inclosing about 4,000 square feet of ground.

Also a corral for stock, about 200 by 300 feet square, likewise inclosed by a stone wall, laid in cement, about 10 feet high and 2½ or 3 feet thick, together with six outhouses, also built of heavy hewed logs; pastures and grounds.

In my judgment the above-named improvements on said premises could not at that time be placed there at a cost of less than \$20,000.

I am also convinced that our Government derived great benefit by leasing said premises, since it afforded shelter for the Government stores, to the troops and property, which otherwise would have been destroyed, and caused great suffering, if not destruction, to said army.

And that to the best of my knowledge the said James Bridger has not received any payment on account of said lease or rent of said premises, and that the Government has continued to occupy said premises up to the present date.

And I do furthermore state that I am not interested whatsoever in the claim of said James Bridger.

JOHN KINEY.

STATE OF MISSOURI, *County of Jackson, ss :*

Personally appeared before the undersigned, a notary public within and for the State and county aforesaid, who was qualified as such February 24, 1879, and whose commission expires February 24, 1883, John Kinney, who is personally known to me, and who, being duly sworn, upon his oath says that the foregoing statement is correct and true, to the best of his knowledge and belief.

Sworn and subscribed to before me this 21st day of January, 1880.

[SEAL.]

A. WACHSMAN,
Notary Public.

EXHIBIT 9.

STATE OF MISSOURI, *County of Jackson, ss :*

I, O. H. P. Rippeto, of the county of Jackson, in the State of Missouri, upon oath state that I am well acquainted with James Bridger, formerly of Fort Bridger, now in Wyoming Territory, but who now resides in the county of Jackson, in the State of Missouri; that I accompanied the so-called army of Utah, commanded by Albert S. Johnston, in the year 1857, as a wagon-master in the employ of John M. Wells, conveying Government stores for said army, and remained with said army at Fort Bridger for some time; that I always understood and believed that the said James Bridger had leased or rented his property called Fort Bridger to our Government for a term of years, and for a stipulated sum of money, to be paid to him annually; that on our arrival at Fort Bridger we found quite valuable improvements on said premises, which consisted, as nearly as I can remember, in thirteen houses, built of heavy hewed logs, floored with sawed planks, and covered with sawed planks and sod, which were inclosed by a stone wall laid in cement about 18 feet high and 5 feet thick, with bastions at each corner inclosing about 4,000 square feet of ground. Also, a strong corral for stock, about 200 by 300 feet square, inclosed in a like manner by a stone wall laid in cement and about 10 feet high and 2½ or 3 feet thick, together with six other out-houses, pasture, and grounds.

In my estimation the whole improvements on said premises, considering the price of labor and the remote distance from the States, could not be placed there at a cost of less than \$20,000.

I also state that I do believe that the Government was greatly benefited by leasing or renting said premises from James Bridger, by rendering shelter against the inclemency of the weather in that severe winter for the Government stores, the troops, and animals of said army, which otherwise would have certainly suffered severely.

And that to the best of my knowledge said James Bridger has not received any payment or recompensation on account of said lease or rent, and that the Government has continued to occupy said premises to the present day.

And I do furthermore state that I have no interest whatsoever in this or any other claim of the said James Bridger.

O. H. P. RIPPETO.

STATE OF MISSOURI, *County of Jackson, ss :*

Personally appeared before the undersigned, a notary public for and within the State and county aforesaid, who was qualified as such February the 24th, 1879, and whose commission expires February 24, 1883, O. H. P. Rippeto, who is personally known to me, and who, being duly sworn, upon his oath says that the foregoing statement is correct and true to the best of his knowledge and belief.

Sworn and subscribed to before me this 21st day of January, 1880.

[SEAL.]

A. WACHSMAN,
Notary Public.

EXHIBIT 10.

INDIAN TERRITORY, *Choctaw Nation, ss :*

I, Henry T. Chiles, of the Chickasaw Nation in Indian Territory, upon oath state: That I am well acquainted with James Bridger, formerly of Fort Bridger in Wyoming Territory, but now residing in Jackson County, Mo.; that I was at Fort Bridger in about the year 1857, carrying stores to said fort; that I always understood, and do believe, that the said James Bridger did rent or lease for a term of years, his premises, called Fort Bridger, to the Government of the United States. That there were valuable improvements at said Fort Bridger, consisting, as nearly as I can remember,

of a number of heavy log-houses, fortified by a stone wall about 18 feet high and having bastions on each corner, said wall encompassing a space of about 4,000 square feet. There was also a corral for stock inclosed by a stone wall about 10 feet high, and about 300 by 200 feet long, besides several log-houses outside the fort itself.

The whole improvements, owing to the remoteness from civilization and high price of labor out there at that time, could not have been placed there for a sum of less than \$20,000.

That to the best of my knowledge, he (Mr. Bridger) has not received payment for any part thereof, and that the Government has continued to occupy his premises to the present time. I do also state that I am not in anywise concerned or benefited by this or any other claim of the said James Bridger.

H. T. CHILES.

INDIAN TERRITORY, *Choctaw Nation*, ss:

Henry T. Chiles personally appeared before the undersigned, a United States commissioner for and within the county and Territory aforesaid, who is personally known to me, and who, being duly sworn, upon his oath says that the foregoing statement is correct and true to the best of his knowledge and belief.

Sworn and subscribed to before me this 30th day of March, A. D. 1880.

[SEAL.]

ISRAEL W. STONE,
United States Commissioner.

[S. 380, Forty-eighth Congress, first session. Report No. 21.]

EXHIBIT 11.

A BILL for the relief of James Bridger.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That James Bridger be, and he is hereby, authorized to commence his suit in the Court of Claims against the United States, at any time within one year after the passage of this act, for the value of the improvements by him erected and constructed at Fort Bridger, situated in Green River County, in the Territory of Utah, and appropriated by the United States to its own use; and the Court of Claims shall have jurisdiction to hear and determine the said claim free from the bar of the statute of limitations; and said claimant and the United States shall have the right to use as evidence before said court any papers or documents in the War Department in relation to said claim, and any other competent testimony relative to the claim; and said court shall render judgment in favor of said claimant for the value of said improvements as found by said court.

EXHIBIT 12.*

[Senate Report No. 21, Forty-eighth Congress, first session.]

A bill identical with this was favorably reported from the Committee on Claims of the House of Representatives June 12, 1880. A similar bill was favorably reported from this committee July 6, 1882.

The evidence in this case clearly establishes the following facts: About the year 1843 claimant located upon a tract of land situated in Green River County, now Utah Territory, and commenced the erection of a trading house and other buildings and improvements. From the date of said location said claimant resided at said post, and engaged in trade with the surrounding tribes of Indians, until in the fall of 1857, at which last mentioned date the improvements constructed by said claimant at said trading post consisted of thirteen spacious and substantial log-houses constructed out of hewed timbers; the roofs and floors were of sawed boards, which were sawed out with whipsaws; the roofs were also covered with sod to render them fire-proof. The houses were so located as to form a hollow square in the center of an area of about 4,000 square feet, all of which was surrounded with a strong, solid stone wall, laid in cement, about 18 feet high and 5 feet thick, with bastions at each corner. Outside of said wall was a strong corral for stock, about 200 by 300 feet square, inclosed in like manner by a stone wall laid in cement, about 10 feet high and 2½ or 3 feet thick, to-

* Exhibit 13 is a similar bill.

gether with six other outhouses. The testimony shows that these improvements were erected by said claimant, and were used by him as his residence and as a trading post, and were called and known as Fort Bridger. In the year 1857 the Army of Utah, commanded by General Albert S. Johnston, took possession of said premises on behalf of the United States, under a written contract of lease executed by claimant, of the one part, and Capt. John H. Dickerson, assistant quartermaster, United States Army, on behalf of the United States, of the other part.

The material portions of said written contract, so far as the claim of said Bridger is concerned, are as follows:

Said claimant leased to the United States for the term of ten years from the 18th day of November, 1857, a tract of land consisting of 3,898 acres and 2 roods, situated in Green River County, Utah Territory, and particularly described in a plot attached to said written contract and made a part thereof, upon which tract of land is situated Fort Bridger. By the terms of said contract the United States agreed to pay to claimant an annual rent for the use of said premises of \$600, the rent to commence as soon as claimant established his title to said tract of land to the satisfaction of the Quartermaster-General of the United States, or whenever the Attorney-General of the United States should pronounce the title good. It was further agreed by the contracting parties that the United States Government, through its agent, should have the privilege at any time within the period of said lease of purchasing said tract of land by paying claimant the sum of \$10,000. It is also provided by the terms of said contract that said lease might be terminated by the United States upon three months' notice by the Quartermaster-General of the United States Army, or by his agent, to claimant.

The United States have continued to occupy said premises from the day of the date of said lease to the present time, and are now enlarging it with a view to its permanent occupancy. The claimant has never established his title to the premises, but on July 14, 1859, less than two years after the date of said contract, the President declared it a military reservation, and that the General Land Office had never recognized any private claim in the vicinity of Fort Bridger; and, further, should any claims have existed in that locality, under the treaty of 1848 with Mexico, that no law existed for their adjustment. The testimony further shows that the cost of said improvements to said claimant was about the sum of \$20,000.

Claimant believing himself entitled to be paid for the use and occupation of Fort Bridger and the buildings connected therewith, and for the value of said improvements, made application to the War Department therefor, and was informed by a communication from the Secretary of War, dated February 21, 1878, that his failure to establish his title to the property in question previous to its being declared a military reservation precluded the Secretary of War from recognizing his claim to ownership or rent.

It may be, and really appears to be, a hardship upon claimant that he should be entirely deprived of the improvements erected by him, and of compensation for their use by the United States for a period of more than twenty years; yet the terms of said written contract clearly preclude him from a recovery according to the forms of law. The evidence upon which this report is founded consists of numerous affidavits, and communications from the War Department, together with a certified copy of the written contract.

Your committee believe that the ends of justice will be promoted by permitting the claimant to assert his claim in a court of justice, where witnesses can be subjected to cross-examination and the proper tests applied for the ascertainment of a just and equitable determination.

Your committee therefore recommend that the accompanying bill, as amended, be passed, permitting claimant to sue in the Court of Claims for the amount he believes himself entitled to, freed from the bar of the statutes of limitations, and that his case be heard by said court and judgment be given by the court in favor of claimant for the value of said improvements as found by the court.

EXHIBIT 14.

STATE OF MISSOURI, *County of Jackson*:

Personally appeared before me, George T. Purcell, a justice of the peace in and for the county and State aforesaid, Joseph T. S. Wright, a person well known to me to be respectable and entitled to full credit and belief, and after being duly sworn testifies as follows: My name is Joseph T. S. Wright; my age is fifty-three years; my post-office address is Oak Grove, Jackson County, Mo. In the year 1857 I was a soldier with Col. A. S. Johnston. We started for Utah in the month of August, 1857. I belonged to a battalion, four companies, commanded by Col. Barnett E. Bee. We started from Fort Leavenworth. We were overtaken by Colonel Johnston about 100

miles east of the south pass; we then all marched together; we arrived at Fort Bridger in November of the same year. The winter was so severe that when we got to Fort Bridger that Colonel Johnston concluded to remain there during the winter; we remained there until the next June, 1858. While we were there I understood from the officers of the command, as well as Captain Bridger, that the officers, Colonel Johnston and others, had leased the fort for ten years at \$600 per annum, and that the officers agreed to pay Captain Bridger \$10,000 for the fort and his improvements, if he could make a good title for the same. The improvements consisted, as nearly as I recollect, of some thirteen log-houses, strong, and hewed of heavy logs fortified by a stone wall, laid in cement, 18 feet high and 5 feet thick, inclosing an area of about 4,000 square feet; also a strong corral 200 by 300 feet square, used for stock, inclosed by a stone wall, also laid in cement, 10 feet high and 2½ feet thick, with other outhouses, all costing at least an outlay of \$20,000, considering the price of labor and the remote distance from the civilized world at the time it was built. I was well acquainted with Capt. James Bridger; he died in this county about six or or seven years ago. I further state that I have no interest in the prosecution of this claim.

JOS. T. S. WRIGHT.

Subscribed and sworn to before me this the 17th day of May, 1886.

GEO. T. PURCELL,

Justice of the Peace, Blue Top, Jackson County, Mo.

STATE OF MISSOURI, *County of Jackson, ss:*

I, M. S. Burr, clerk of the county court of the county and State aforesaid, the same being a court of record, and having a seal, do hereby certify that George T. Purcell, esq., before whom the annexed instrument was proven or acknowledged, was at the date thereof a justice of the peace in and for said county, duly commissioned, qualified, and authorized to take acknowledgments and administer oaths, and I verily believe the signature thereto to be genuine. I further certify that the said instrument is duly executed according to the laws of the State of Missouri.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at Independence the 17th day of May, 1886.

[SEAL.]

M. S. BURR,
Clerk.

EXHIBIT 15.

STATE OF MISSOURI, *County of Jackson:*

Personally appeared before L. F. McCoy, clerk of the circuit court, Joseph C. Irwin, well known to me to be respectable and entitled to full credit and belief, and after being duly sworn, testifies as follows:

My name is Joseph C. Irwin; my age is seventy years; I reside at Kansas City, Mo.; my post-office is Kansas City, Jackson County, Mo.; I have resided in this county for sixty years. I was a freighter across the plains for many years; I was the senior partner of the firm of Irwin, Jackman & Co., for transporting Government supplies to Utah and Mexico and other points west during the late war and a private freighter for many years prior to that time. I was well acquainted with James Bridger, the founder and builder of Fort Bridger, on the road to Salt Lake, in the Territory of Wyoming, and was with Col. A. S. Johnston's command in 1857, when his army reached the fort above mentioned and where he went into winter quarters; Mr. Bridger was with the command, employed as a guide. After Colonel Johnston went into winter quarters he leased the fort and all the buildings, consisting of a number of strong houses built of hewn timbers, substantially built, which was inclosed and fortified by a strong stone wall of great height and thickness, with bastion at each corner, and was so built to protect the owner from the attacks of the Indians. There was also a corral for stock, similarly inclosed with a stone wall; besides there were several buildings and outhouses of same construction as those inside the fort, which were occupied in former years by trappers and traders and other families, with splendid grazing grounds, with finest water and timber, and, considering the time and the great distance from any settlement when they were built, they must have cost many thousand dollars. I am well acquainted with the values of ranch property, and know that such property would then and now be worth \$25,000 or \$30,000. But I have no knowledge of what Colonel Johnston was to pay for the use of said property, or how long he rented it for. I have no interest, direct or indirect, in the prosecution of this claim.

JOSEPH C. IRWIN.

Subscribed and sworn to before me this 12th day of July, A. D. 1887.

L. F. MCCOY,

Clerk of the Circuit Court of Jackson County, Mo.

EXHIBIT 16.

[S. 480, Fiftieth Congress, first session.]

A BILL for the relief of James Bridger or his legal representatives.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That James Bridger, or his legal representatives, be, and he is hereby, authorized to commence a suit in the Court of Claims against the United States for the value of the improvements by him erected and constructed at Fort Bridger (and the rent of said premises by the United States Army), situated in Green River County, in the Territory of Utah, and appropriated by the United States to its own use; and the Court of Claims shall have jurisdiction to hear and determine the said claim free from the statute of limitations, and to adjudicate the same upon the basis of justice and equity, and render judgment thereon; and said claimant and the United States shall have the right to use as evidence before said court any papers or documents in the War Department in relation to said claim, and any other competent testimony relative to the claim; and said court shall render judgment in favor of said claimant for the value of said improvements as found by said court, and from any judgment that may be rendered in said cause either party thereto may appeal to the Supreme Court of the United States: *Provided*, That such appeal shall be taken within sixty days from the rendition of said judgment.

EXHIBIT 17.

The claim of James Bridger (S. 480, Fiftieth Congress) has been pending in Congress many years, and there were some ten or twelve affidavits on file in the case, which were referred by the Committee on Claims in the House, Forty-eighth Congress, to Hon. Thomas P. Ochiltree for examination and report, when he lost all of said affidavits with other papers, and the same can not now be found anywhere. That said affidavits set forth in substance as in Senate Report No. 21, Forty-eighth Congress, first session, the following facts, to wit: That James Bridger located in Green River country, Utah Territory, in 1843 (where Fort Bridger now stands), and commenced and finished Fort Bridger, "which consisted of thirteen spacious and substantial log-houses constructed out of hewed timber." "The houses were so located as to form a hollow square in the center of an area 4,000 square feet, all surrounded with a solid stone wall, laid in cement 18 feet high and 5 feet thick, with bastions at each corner. Outside of said wall was a strong corral for stock, about 200 by 300 feet square, inclosed in like manner by a stone wall laid in cement, about 10 feet high and 2½ or 3 feet thick, together with six other outhouses." These last affidavits showed that "these improvements were called and known as Fort Bridger. In the year 1857 the army of Utah, commanded by General Albert S. Johnston, took possession of said premises on behalf of the United States under a written contract of lease executed by claimant of the one part and Capt. John H. Dickerson, assistant quartermaster, U. S. Army, on behalf of the United States, of the other part."

This lease was for ten years from 18th of November, 1857, to include a tract of land, 3,898 acres, upon which Fort Bridger was situated.

In this instrument the Government was to pay claimant an annual rental of \$600. It was agreed also that during the period of said lease the United States had the privilege of purchasing said land for \$10,000, as soon as title was established or acquired by claimant, which latter was prevented by the President declaring it a military reservation, July 14, 1859. That he was further prevented from completing his title because of the loss of his agreement with the governor of Chihuahua, Mexico, who agreed to grant to him near 5,000 acres of land in Green River country (including the land where Fort Bridger now stands), in consideration of his planting his colony at said point. The establishment of a military reservation over said lands defeated any rights he might have under the treaty of 1848 with Mexico.

The evidence further shows that these improvements cost claimant about \$20,000, and from the statement of the Commissioner of the General Land Office could not acquire title because there was no way to do so at that date; the Territorial organization was not then effected and no facilities existed for the survey of this land, and hence no possible way for claimant to perfect his title for the various reasons above enumerated.

CHAS. M. CARTER,
Attorney for Claimant, room 65, Corcoran Building, City.

EXHIBIT 18.

IN THE MATTER OF THE CLAIM OF JAMES BRIDGER.

Honorable COMMITTEE ON CLAIMS,
United States Senate :

Under the auspices of the governor of Chihuahua, in 1843, before the Mexican war, Capt. James Bridger was induced under a promise by the Government of a large grant of land to establish a colony in Green River country, Utah, then Mexican territory, which he did at great expense, and erected Fort Bridger for protection against Indians, at a cost of over \$20,000.

Under the Spanish rule he was to plant said colony and retain possession of the country for a term of years before he was to receive the title to that grant.

The Mexican war entirely changed his plans, as under the treaty of 2d February, 1848, his possessions became a part of the United States territory. He then felt easy, as he was protected in all his possessory rights by treaty, and as it was generally understood that the protective policy of the United States (which protected the persons and property of the Spanish and French subjects in the acquisition of Florida and Louisiana) would be also extended over all who came under our flag from Mexico. In this belief he rested contented, as he believed himself under the most liberal and just Government on earth. By treaty he became an American citizen without doing a thing on his part. Continuing on in possession of his property, the possession was guarantied to him by said treaty, until, shortly after peace was declared, the Mormon troubles broke out, when his relations were again disturbed by the U. S. Army quartering in his fort in 1857.

Being an illiterate man (as will be seen from making his mark to the lease), these intelligent Army officers ingeniously worded the lease of his property to suit alone the interests of the Government, and got possession of a property in which he had put his earnings of a lifetime—his all on earth. Two years after this possession by the Army, the President, in violation of the sacred treaty stipulations, as will be seen hereafter, declared it a military reservation, thus defeating all efforts to complete his title, commenced under the Spanish laws and to be completed under ours.

This ruined him completely; it was his financial death-blow, from which he never afterward recovered. He died disheartened, leaving a destitute family, at the lack of good faith on the part of the United States Government.

The fact that the Government officers leased this property in question at \$600 per year, and were to pay \$10,000 for it if they purchased, shows that it was regarded as very valuable and of great use to the Army. The strong and well-built stone wall, well laid in cement, was 18 feet high and 5 feet thick around an area of 100 feet square, and was pronounced the strongest fort of the kind in the West. The transportation of the cement, some thousands of miles over a wild country, with which to construct that cemented stone structure, cost alone several thousand dollars. The construction of this fort—the wall alone—in the wilderness, where material was so costly and so inaccessible, would be reasonably worth, from builders' estimates, \$18,000.

As a former citizen of Mexico he is entitled to have his rights respected and protected by treaty of 2d February, 1848. This treaty, among other things, declares (Art. VIII), that "property of every kind now belonging to Mexicans not established there (in United States) shall be inviolably respected. The present owners, the heirs of those, and all Mexicans who may hereafter acquire said property by contract shall enjoy with it guaranty equally ample as if the same belonged to citizens of the United States." Article IX declares that "the Mexicans who * * * shall be incorporated into the union of the United States" shall "be admitted * * * to the enjoyment of all the rights of citizens of the United States according to the principles of the Constitution, and in the meantime shall be maintained and protected in the free enjoyment of their liberty and property."

It was further stipulated that "all persons whose occupations are for the common subsistence and benefit of mankind shall be allowed to continue their respective employments, * * * nor shall their houses or goods be burned or otherwise destroyed, nor their cattle taken, nor their fields wasted; * * * but if the necessity arises to take anything from them for the use of such armed force, the same shall be paid for at an equitable price." And that these treaty stipulations (Article XXII) "are to be as sacredly observed as the most acknowledged obligations under the laws of nature or of nations."

We ask for the protection of the sacred rights of this Mexican subject; that the provisions of this treaty "be sacredly observed."

Under the laws of Mexico, and under its sanction and protection, he erected this fort and planted this colony, and had Mexico retained possession of the country his agreement with that Republic would have been carried out, and he to-day would be possessed of 3,898 acres of land. But by treaty he was made a citizen of the United

States, and it is expected that the provisions of the treaty will be carried out if claimant so desires it.

"According to the modern law of war, the conquering state acquires the sovereign and absolute power over the conquered state, but it can not, in any wise, dispose of the private rights of the conquered subjects." (Lawrence's Wheaton Int. Law, 683, note 207.)

Grotius says that "by the consenting testimony of all ages and nations, good faith ought to be observed towards the enemy."

Bynkershoek holds that every other sort of fraud may be practiced toward him, but he "prohibits perfidy." "I allow of any kind of deceit," said he, "perfidy alone excepted; not because anything is unlawful against an enemy, but because when our faith has been plighted to him so far as the promise extends he ceases to be an enemy." (Wheaton's Int. Law, 685, and other authorities.)

The faith of this Government is pledged to protect this conquered subject in all of his rights. All law writers are overwhelmingly in support of this treaty obligation.

"The Constitution declares a treaty to be the law of the land." (Marshall, C. J., 2 Peters, 314).

In conclusion, under the sacred provisions of that treaty this Government is not only pledged, but bound, to restore to James Bridger and his heirs whatever possessory rights he had under the Spanish laws, to wit: A patent to that 3,898 acres of land where Fort Bridger now stands, which was taken from him in violation of all treaty provisions, the highest law we have. To fail to do so, according to the highest law writer on international law, the nation would be guilty of "perfidy." This land was to have been granted to him by Mexico, and under the provisions of the treaty this Government is bound to issue a patent to this grant or pay the value thereof. (Art. IX). There can be no other construction.

But claimant is moderate in his demands, and only asks to have the privilege of suing in the courts for perhaps one-tenth of his legitimate rights under that treaty.

Respectfully submitted.

C. M. CARTER,
Attorney for Claimant.

NOTE.—Hon. T. P. Ochiltree, to whom this case was referred last session, lost all the papers therein and can not now be found. Upon these proofs three favorable reports were made and the bill, passed the House twice and Senate once, but not the same session. If not enough evidence before the committee upon which to base a favorable report, please do not report until we have time to file other evidence, which may be difficult to obtain.

EXHIBIT 19.

STATE OF MISSOURI, *County of Jackson, ss:*

Daniel M. Ross, being duly sworn, says that he was well acquainted with James Bridger at his fort bearing his (Bridger's) name in 1857, when the Utah army took possession of said fort; that the said Fort Bridger consisted of thirteen log-houses built and located so as to form a hollow square in the center of an area of about 4,000 feet square, all of which was surrounded with a strong, solid stone wall, laid in cement, about 18 feet high and 5 feet thick, with bastions at each corner. Outside said wall was a strong corral for stock about 200 by 300 feet square, and inclosed in like manner by a strong stone wall, laid in cement, about 10 feet high and about 2½ or 3 feet thick. There were also other outhouses.

Some of the houses were destroyed by the Mormons, but the walls were in good condition when the said army took possession of them.

The cement used in said walls was very expensive in that remote Territory, as it had to be transported an enormous distance, and likewise the large quantity of stone. Skilled labor commanded high wages, and said walls must have cost, and were worth when taken by the said army, at least \$30,000.

DANIEL M. ROSS.

Witness to signature:
JAMES H. O'BREIN.

STATE OF MISSOURI, *County of Jackson, ss:*

On December 7, 1888, personally appeared before me, Henry P. Scott, a notary public in and for the said county and State, Daniel M. Ross, who subscribed his name and made oath to the foregoing statement; and I further certify that said Daniel M. Ross is a worthy citizen and is entitled to credit. Witness my hand and notarial seal.

[SEAL.]

HENRY P. SCOTT,
Notary Public.

My commission expires July 9, 1892.

EXHIBIT 20.

WASHINGTON, D. C., *January 12, 1889.*

SIR: In answer to yours of the 11th instant I have to say that it is impossible for me to obtain more definite evidence than that on file relative to the cost of construction of Fort Bridger and its value at the time the U. S. Army took possession in 1857, for the reason that since this claim has been pending before Congress Capt. James Bridger and nearly all of his witnesses have died.

I remain yours, respectfully,

C. M. CARTER.

General B. C. CARD,
Deputy Quartermaster-General, U. S. Army.

O

L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

REPORT OF THE COMMISSIONER OF SCHOOLS FOR UTAH.

JANUARY 25, 1889.—Referred to the Committee on Territories and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 24, 1889.

SIR: I have the honor to transmit herewith the first annual report of the commissioner of schools for Utah, submitted to this Department through the governor of the Territory, as provided in section 25 of the act of March 3, 1887. (Statutes at Large, vol. 24, p. 635.)

Very respectfully,

WM. F. VILAS,
Secretary.

The PRESIDENT OF THE SENATE PRO TEMPORE.

WASHINGTON, D. C., *January 23, 1889.*

SIR: I have the honor to transmit herewith the first annual report of the commissioner of schools for Utah Territory, under the act of Congress entitled "An act to amend an act entitled 'An act to amend section 5352 of the Revised Statutes of the United States in reference to bigamy,' and for other purposes."

I am, sir, very respectfully, your obedient servant,

CALEB W. WEST,
Governor of Utah Territory.

Hon. W. F. VILAS,
Secretary of the Interior, Washington, D. C.

ANNUAL REPORT OF THE COMMISSIONER OF SCHOOLS FOR
UTAH TERRITORY, 1888.

TO CONGRESS:

In accordance with law, I submit the first annual report of the schools of Utah Territory.

The first enactment of the legislature of Utah on the subject of a public-school system was approved February 18, 1876. It provided for

the organization of school districts by the county courts in the several counties of the Territory, for the election of three trustees in each district, prescribed their duties, and defined their powers. They were authorized, amongst other things, to assess and collect an annual tax of one-fourth of 1 per cent. on all taxable property within their districts for school purposes. When more than that amount was required "to purchase, build, repair, or furnish school-houses, or for other school purposes," it was fixed by a two-thirds majority vote of the qualified voters resident in the district, present at a meeting called for that purpose.

This act also provided for the election of a Territorial superintendent of district schools, and for a county superintendent of schools in each county of the Territory. It was further provided that all schools organized under the direction of the trustees in the respective school districts of the Territory should be known in law by the name and title of district schools.

The earliest enactment of the Territory providing any certain or general support for schools by taxation was contained in the revenue law, approved February 22, 1878, which provided that there should be "collected annually, beginning with the year 1878, an ad valorem tax on all the taxable property in the Territory of Utah * * * 3 mills on the dollar for the benefit of district schools."

And two years later, by the act approved February 20, 1880, it was enacted that the moneys accruing for the benefit of district schools, under the provisions of the act of 1878, should be disbursed on orders drawn by the Territorial superintendent of district schools in favor of the Territorial subtreasurer of each county according to school population, and should be paid to the trustees by the Territorial subtreasurer on the orders of the county superintendents; and said moneys should be used in paying school teachers during the year following the one in which it was assessed and collected.

The act of 1880 was the first to provide for taking an annual census of the children resident in the several school districts between six and eighteen years, which was made the school age.

Since the act of 1880, there has been no material change in the legislation of the Territory upon the subject of schools, and none whatever with reference to the further support thereof by taxation.

The school law of the Territory, as it exists at present, and which is the same substantially as the act of February 20, 1880, is herewith submitted in connection with the biennial report of the commissioner of schools for the years 1886-'87, to the twenty-eighth session of the legislative assembly of the Territory, which began January 9, 1888.

In the practical operations of this law, it is found that the 3-mill tax provided by the act of 1878, and annually collected and distributed to the several counties and districts of the Territory in proportion to the school population thereof, as shown by the last preceding annual census, is scarce enough to pay one-half of the compensation of the teachers hitherto employed; so that it has been necessary, and the almost uniform usage up to the present time, to collect each term a tuition fee for each of the pupils in attendance at the school, which was fixed in the respective districts by the trustees, and graduated in amount according to the estimated balance required in addition to the public fund for the payment of the teachers.

Within the last two years efforts have been made in a very few districts—and successful in a still smaller number, perhaps not exceeding eight or ten in the Territory—to levy a local district tax sufficient to

supplement the Territorial fund applicable to the payment of teachers, and thus maintain a free school.

There is no provision in the school law requiring schools to be kept for any specified time during the year, or providing any penalty, in the way of withholding any portion of the school fund to which a district may be entitled, in consequence of a failure to provide a school; but the whole subject of providing school-houses and furnishings, and maintaining schools, is entirely within the pleasure of each district. The partial support provided by the Territorial law has a tendency to encourage the maintenance of schools, and yet the inadequacy of this fund, necessitating as it does the collection also of a tuition fee, operates to keep many children of the poorer classes of the population at home, when they would otherwise be attending school.

While thus the Territory has accepted, to a limited extent, the theory of taxation for the benefit of a general system of schools, it has failed to carry out the theory to its legitimate results, by providing adequate means to support a system of free schools.

At the twenty-eighth session of the legislature, held in the early part of the present year, a bill was framed and passed the lower house of the assembly, which contained generally the provisions embodied in the more recent legislation of those States and Territories which have established and are maintaining a system of public schools, to which all the children between prescribed ages are entitled to attend free of charge. But, upon presentation in the legislative council, a substitute therefor was presented and passed, with little or no discussion, except so far as it was opposed by the two non-Mormon, or Gentile, members of the council; which substitute was, in substance, a re-enactment of the previously existing Territorial law, with the following material differences:

SEC. 13. All schools organized under the direction of the trustees in the respective school districts of this Territory shall be known in law by the name and title of district schools, and all other schools shall be known as private schools. All schools, both district and private, shall be entitled to a just and equitable apportionment of any public school fund arising from the United States, or from legislative enactments of this Territory. Such apportionment shall be made to said schools by the trustees on the basis of actual attendance of pupils and the holding of four terms a year; and all such schools shall receive a distribution of funds in proportion to the number of terms held and the attendance of pupils: *Provided*, That no apportionment of any such public school fund shall be made to any district or private school, unless such school shall hold at least two full terms during the year.

SEC. 14. The board of education, trustees, or other persons having the management and control of any private school in this Territory may receive their proportion of the school funds provided for in this act, by electing or appointing a treasurer for their school and filing a written certificate of such appointment or election with the trustees of the school district in which such school is situated. Before receiving any funds the said treasurer shall enter into bonds, payable to such school district, in double the amount of the probable distribution to be made to such school, to be determined by the trustees of such district, and conditional that he will safely keep such funds and honestly disburse them in the payment of teachers for such school, upon the order of the board of education, trustees, or other persons having the management and control of such school; and said bonds shall be approved by, and filed with, the school trustees.

SEC. 22. The moneys accruing for the benefit of the district schools, under the provisions of section 1 of "An act to provide revenue for the Territory of Utah and the several counties thereof," approved February 22, 1878, shall be disbursed on orders drawn by the commissioner of district schools in favor of the Territorial subtreasurer of each county, according to the school population thereof, and shall be paid to the trustees by the Territorial subtreasurer on the order of the county superintendents. And said moneys shall be used by the trustees in paying the teachers of district and private schools within their respective districts during the year following the one in which it was assessed and collected. No pupil shall derive any benefit from said moneys who is under the age of six years nor over the age of twenty years.

The treasurers of the respective counties, upon the receipt of the proportion of school moneys to which their counties are entitled, shall hold the same subject to the orders of the superintendent of district schools thereof; and such moneys shall not be used or disbursed for any other purpose than that for which they were paid in.

SEC. 27. That section 1 of an act providing revenue for the Territory of Utah and the several counties thereof, approved February 20, 1878, be, and it is, amended by striking out the figures "1878," in the fifth line of said section, and substituting in lieu thereof the figures "1888"; and by striking out the words "three mills on the dollar for the benefit of district schools," in the seventh and eighth lines of said section, and substituting in lieu thereof the words "eight mills on the dollar for the benefit of district and private schools."

This substitute, upon being returned to the lower house, was concurred in, without protest or active opposition from any source except the three so-called Gentile members of that body. The passage of the original bill in the lower house had been opposed by various members, chiefly on the ground of the increased burdens of taxation it provided for the support of public schools. By the terms of that bill it was provided a maximum of 4 mills on the dollar should be levied, in addition to the existing Territorial tax of 3 mills, and was to be imposed as a county tax, the amount to be fixed each year by the county court, within the maximum, at such estimated amount as would be adequate to supplement the Territorial tax and provide a sufficient amount for the payment of teachers. The substitute, as it passed both houses, provided a general Territorial tax of 8 mills, to be devoted to the support of district and private schools in the proportions named in the sections above quoted.

The result of such a law secured private schools the full benefit of public taxation enjoyed by the district schools themselves, and at the same time secured their entire freedom and exemption from all kind of public control or supervision, and enabled the person or persons who might be in charge of any such private school to apply for and obtain their pro rata of the public funds.

The enactment met with the fate that it merited, and which was apparently not unlooked for by its friends—the executive veto. And thus ended all effort at amendment of the present inadequate legislation upon the subject of schools.

Previous to this time there had been established two or three schools in the Territory under the auspices and support of the Mormon denomination or sect, but since that time there has been evinced a greatly increased interest and advocacy amongst that class of the population to establish and maintain private or denominational schools, and the leaders and principal men of that church are the active supporters of the scheme of establishing in each "stake," as they are called, in the Territory one or more private schools under the direction and charge of the church authorities. These stakes generally correspond in territorial extent with the several counties in the Territory.

In the circular of such a school in Salt Lake City, denominated the "Salt Lake Stake Academy," for the year 1888-'89, issued by its committee in July last, I find the following, which explains in some measure the attitude of the Mormon people upon the subject of public education at this time. I quote:

The career of the Salt Lake Stake Academy during the two years of its active operation is now a matter of record, both in the archives of the institutions and in the hearts and memories of its patrons.

It is therefore with pleasurable anticipation, and a firm reliance upon the continued and increased support of our people, that we issue the circular of the academy for the third academic year.

A change in the board has taken place since the close of the last school year, owing

to the organization of the general board of education of the church. This will be more fully understood from the following letter:

"SALT LAKE CITY, June 8, 1888.

"TO THE PRESIDENCY OF SALT LAKE STAKE:

"DEAR BRETHREN: A meeting of the general board of education was held to-day, and the subject of the educational interests of the Latter-day Saints was taken into consideration and discussed at some length.

"It was decided that a board of education, consisting of not less than five, and not to exceed eight in number, should be selected in each stake, to take charge of and promote the interests of education in the stake.

"This communication is addressed to you to inform you of this action, and to have you select energetic men, who are friends of education, who understand the needs of the people, and who have influence with the saints, to carry out any suggestions in this direction that may be deemed proper.

"In the decision which was made by our board, it was made the duty of these boards to take into consideration the formation of church schools and the best method of accomplishing this; and after arriving at proper conclusions to report them to the general board. Communications of this character may be addressed to Elder George Reynolds, who is the secretary of the board. It was felt by the board that, to begin with, there should be one stake academy in each stake as soon as practicable. We feel that the time has arrived when the proper education of our children should be taken in hand by us as a people.

"Religious training is practically excluded from the district schools. The perusal of books that we value as divine records is forbidden. Our children, if left to the training they receive in these schools, will grow up entirely ignorant of those principles of salvation for which the Latter-day Saints have made so many sacrifices. To permit this condition of things to exist among us would be criminal.

"The desire is universally expressed by all thinking people in the church, that we should have schools where the Bible, the Book of Mormon, and the Book of Doctrine and Covenants can be used as text books, and where the principles of our religion may form part of the teaching of the schools.

"To effect this, it will be necessary that funds be collected. The church will doubtless do its share, but it can not carry the entire burden. The saints must be appealed to. There are hundreds of liberal-minded people among us who will be willing to contribute to this worthy object when they find the subject is receiving proper attention, and that definite and permanent arrangements are being made to establish academies of this character.

"The brethren whom you select to form this board should be men of character and integrity among the people, and who will be able to use an influence in the collection of funds, so that academies may be established, good faculties be employed, and education be made so cheap that it will be within the reach of the humblest in the land.

"After you have made a proper selection for this board, the names of the brethren composing it should be presented regularly at your stake conference, as other authorities are, so that the people can vote for them.

"Very respectfully, yours,

"WILFORD WOODRUFF,

"Chairman of the Church Board of Education.

"GEORGE REYNOLDS,

"Secretary."

In compliance with the above, the stake presidency and the high council of the Salt Lake Stake of Zion appointed as the stake board of education the following-named gentlemen, which action has been approved by President Woodruff, of the general board. * * *

By formal action the committee heretofore directing the Salt Lake Stake Academy has resigned all charge thereof to the Stake Board of Education. The scope of the school has been materially enlarged, by the addition of an academic department, offering thorough courses of instruction in science, languages, and mathematics, and by the engagement of competent instructors. The preparatory and intermediate departments will continue as before. A well-fitted laboratory is provided for practical labor in the scientific branches, and an adequate supply of new apparatus for demonstration and experiment has been procured. The rooms of the academy are comfortable and appropriately furnished, and arrangements have been made to extend the capacity as occasion requires.

But far beyond all such facilities and advantages is that, so dear to the soul of every true Latter-Day Saint—the opportunity of securing an education in secular branches co-ordinately with the study of the principles of the Gospel of Christ, and a training in the duties pertaining to membership in the church. We doubt not that the institution will continue to receive the warm approval and material support of the Latter-Day Saints.

Wilford Woodruff, the chairman of this church board of education, is also the president of the Mormon Church, and, as before indicated, the action taken by the church authorities of the "Salt Lake Stake" with reference to its academy is a type of the action being taken, or advocated, throughout the entire Territory.

While the laws of the Territory do not forbid the "perusal" in the district schools of the books referred to, or any other books, yet it is not longer practicable to openly inculcate in them the tenets of a creed. Until very recently these schools, although partially supported by taxation, were to a great extent essentially Mormon denominational schools; and it will take time to free them from this influence, especially from the reputation they have thus acquired. When we come to consider the fact that the Mormon people are largely in the majority, that the influence of the leaders of that church is sufficient to, and does, shape and control the legislation of the Territory, it is a fair and reasonable conclusion that the attitude taken at the recent session of the legislature to provide no further means for the support of schools, unless it could be shared proportionately by private schools, was but another manifestation of the purposes set forth in the letter I have quoted from Mr. Woodruff.

So long as this purpose is entertained and advocated by the Mormon leaders and people, and the legislative power remains in their hands, there can be no reasonable expectation of any material improvement of the legislation of the Territory upon the subject of a public school system, or any further provision made for their support by general taxation.

By the twenty-fifth section of the act of Congress, entitled "An act to amend an act entitled 'An act to amend section 5352 of the Revised Statutes of the United States in reference to bigamy, and for other purposes,'" which took effect March 3, 1887, it is provided:

That the office of Territorial superintendent of district schools, created by the laws of Utah, is hereby abolished; and it shall be the duty of the supreme court of said Territory to appoint a commissioner of schools, who shall possess and exercise all the powers and duties heretofore imposed by the laws of said Territory upon the Territorial superintendent of district schools, and who shall receive the same salary and compensation, which shall be paid out of the Treasury of said Territory. And the laws of Utah Territory providing for the method of election and appointment of such Territorial superintendent of district schools are hereby suspended until the further action of Congress shall be had thereto. The said superintendent shall have power to prohibit the use, in any district school, of any book of sectarian character or otherwise unsuitable. The said superintendent shall collect and classify statistics and other information respecting the district and other schools in said Territory, showing their progress, the whole number of children of school age, the number who attend school in each year in the respective counties, the average length of the time of their attendance; the number of teachers, and compensation paid to the same; the number of teachers who are Mormons, and the number who are so-called Gentiles; the number of children of Mormon parents, and the number of so-called Gentile parents, and their respective average attendance at school. All of which statistics and information shall be annually reported to Congress through the governor of said Territory and the Department of the Interior.

The first appointment under the provisions of this act was made by the supreme court in April, 1887, about the time that the district schools of the Territory were entering upon the fourth and last term of the school year ending June 30, 1887. So that the first action that was practicable under the provisions of the act of Congress was in taking the school census for the school year beginning July 1, 1887, which is required by the provisions of the Territorial school law to be taken during the month of July of each year. Blanks were prepared and furnished in accordance with the act of Congress for this purpose, and also

for use in the schools for teachers' term reports and trustees' reports; and these, in turn, under the provisions of the Territorial law, are compiled and presented to the commissioner of schools by the county superintendents of the several counties, so that the first annual report under the provisions of the act of Congress could not be placed in the hands of the commissioner until late in the present year, 1888.

I herewith submit tabulated statements or schedules, marked, respectively, Schedules A, B, C, and D.

Schedule A is the annual report of school population of the Territory for the school year beginning July 1, 1888, showing the total number of children between the ages of six and eighteen years, with their sexes, and also the total number of those of non-Mormon and Mormon parents, respectively. The aggregate are as follows, viz: Boys of non-Mormon parents, 3,941; girls, 3,641. Total number of children of non-Mormon parents in the Territory, 7,582. Boys of Mormon parents, 34,082; girls, 23,289. Whole number of children of Mormon parents, 47,371. Making the grand total of children in the Territory of school age, 54,953.

Schedule B is the annual statistical report of the district schools for the school year ending June 30, 1888, and shows the whole number of district schools, number reported, number of teachers and assistant teachers, Mormon and non-Mormon, and other statistical matter required by the provisions of the act of Congress above quoted, and of the Territorial law. From this table it appears that only .184 per cent. of the children of non-Mormon parents attend the district schools, and .401 per cent. of the children of Mormon parents; making a total in attendance at these schools of .585 of the school population.

Schedule C is a like statistical report of the denominational schools, being schools other than district schools, which are also required to be reported by the said act of Congress. This being the first effort, however, to collect statistics from this class of schools, some difficulty was experienced in obtaining the desired information—owing, however, almost exclusively, to the fact that these private schools had never been in the habit of keeping the data required of district schools. Subsequent efforts, however, will doubtless result more effectually in obtaining completer reports from these schools.

Schedule D is the annual financial report of the district schools for the year ending June 30, 1888; showing total amount of moneys received, and from what sources, as well as the total expenditures for said schools.

The small percentage of the children of school age in actual attendance upon the district schools, as shown by these reports, is but one of the consequences of the inadequate legislation upon the general subject of schools, the lack of uniform public interest in their prosperity and progress, the conditions in the past that have brought about the establishment of the number of private denominational schools shown to exist in the Territory, and the more recent influence that is exerted by the Mormon population of the community in the establishment and support of schools under the direction, control, and patronage of their sect.

These conditions have operated to prevent the erection of school-houses adequate to the proper accommodation of that portion of the school population which is actually in attendance at the schools, as shown by the statistical tables referred to, the fact being that the school-rooms are already overcrowded. It is absolutely certain that, with an increased number and more commodious school buildings, there would be a largely increased attendance, notwithstanding the other unfavorable conditions existing with reference to the public schools.

I submit herewith, in addition to the statistics above enumerated, a printed copy of the report of the commissioner of schools to the twenty-eighth session of the legislative assembly, supplemented by the financial and statistical reports for the year ending June 30, 1887, and also a copy of the laws of the Territory now in force upon the subject of schools.

The same general conditions exist now that existed at the time this report was presented to the legislature, and as it contains a more extended and detailed statement of the situation of the public schools of the Territory, the influences operating upon them, the urgent need of additional school buildings and increased facilities, and the views of the commissioner as to the legislation required upon the subject, I beg your attention to what is there said.

Without further legislation of the general nature there indicated I am firmly convinced there can not possibly be that progress and prosperity of the public schools that must exist before they can afford adequate and satisfactory opportunities for the education of the children of the Territory.

The act of Congress quoted above, providing for a commissioner of schools, also provides that he should receive "the same salary and compensation" as the Territorial superintendent of district schools had received while that office was in existence; the assumption seeming to be that a fixed salary had been provided by law, but such was not the case. It has, on the contrary, been the uniform usage of the legislature to make appropriations for the office extending only until the next session of that body. These appropriations have varied from time to time, never exceeding \$1,500 per annum, and being as low as \$500. It has also been usual to make a small appropriation to meet the expenses of printing blanks, etc., which the commissioner is required by section 18 of the Territorial school law to furnish the schools and school officers throughout the Territory. At the twenty-seventh session of the legislature, held in 1886, the entire appropriation bill failed, so that during the years 1886-'87 there was no provision for either compensation or expenses.

At the twenty-eighth session an appropriation of \$1,500 was made for the compensation of the superintendent and commissioner for those two years; and an appropriation of \$2,500 was also made for the salary of the commissioner for the years 1888 and 1889, but no provision whatever was made for traveling, printing, or office expenses. The expenditure for printing blanks, even with the utmost economy, amounts to between \$200 and \$300 per annum, and if not done the collection of the statistics required by both the laws of the United States and the Territory is absolutely impossible. The result of this condition is that the commissioner is furnishing these blanks at his personal expense. Yet it is true that the provision for compensation and expenses of the commissioner's office is quite as liberal, proportionately, as that provided for other departments of the school system, and illustrates the inadequacy of the support provided for the schools themselves, as well as their proper supervision.

Respectfully submitted.

P. L. WILLIAMS,

Commissioner of Schools for Utah Territory.

SALT LAKE CITY, UTAH,

December 31, 1888.

SCHEDULE A.

Commissioner of schools' annual report of school population of Utah Territory for the school year beginning July 1, 1888.

[Children between six and eighteen years.]

Counties.	Non-Mormon.		Total.	Mormon.		Total.	Grand total.	Increase for 1888.		Decrease for 1888.	
	Boys.	Girls.		Boys.	Girls.			Non-Mormon.	Mormon.	Non-Mormon.	Mormon.
Beaver	79	69	148	410	418	828	976	5	85	52	10
Box Elder	103	130	233	968	954	1,922	2,155	26	61	22	75
Cacho	110	114	224	2,382	2,297	4,679	4,903	52	74	19	145
Davis	82	71	153	1,065	926	1,991	2,144	10	110	16	47
Emery	63	36	99	604	551	1,155	1,254	10	121	8	30
Garfield	6	4	10	381	359	740	750	-----	65	-----	9
Iron	16	27	43	403	395	798	841	9	22	2	29
Juab	37	53	90	513	445	958	1,048	25	46	2	-----
Kane	-----	-----	-----	264	245	509	509	-----	35	-----	6
Millard	63	70	133	551	571	1,122	1,255	16	39	36	35
Morgan	33	25	58	308	236	544	602	2	45	9	6
Pi ute	64	39	103	388	365	753	856	27	81	13	36
Rich	21	16	37	227	209	436	473	16	25	-----	9
Salt Lake	1,431	1,340	2,771	4,640	4,654	9,294	12,065	447	632	136	314
San Juan	-----	-----	-----	35	50	85	85	-----	-----	-----	-----
San Pete	179	162	341	2,215	2,171	4,386	4,727	82	191	31	89
Sevier	100	83	183	791	744	1,535	1,718	14	94	27	14
Summit	443	351	794	628	551	1,179	1,973	-----	-----	-----	-----
Tooele	130	118	248	497	466	963	1,211	5	17	22	62
Uintah	53	47	100	282	282	564	664	62	71	20	62
Utah	352	347	699	3,311	3,284	6,595	7,294	128	227	60	74
Wasatch	26	31	57	585	548	1,133	1,190	6	117	77	-----
Washington	65	49	114	612	634	1,246	1,360	7	66	20	90
Weber	485	459	944	2,022	1,934	3,956	4,900	194	622	74	171
Total	3,941	3,641	7,582	24,082	23,289	47,371	54,953	1,143	2,846	646	1,313

10 REPORT OF COMMISSIONER OF SCHOOLS FOR UTAH.

SCHEDULE B.—*Commissioner of schools' annual statistical report for Utah Territory for the school year ending June 30, 1888.*

Counties.	No. of districts in county.	No. of districts reported.	Number of schools.				Number of teachers.				Number of assistant teachers.			
			Primary.	Intermediate.	Mixed.	Total.	Non-Mormon.		Mormon.		Non-Mormon.		Mormon.	
							Males.	Females.	Males.	Females.	Males.	Females.	Males.	Females.
Beaver	6	6	2	.....	4	6	1	1	3	3	.....	.....	.....	.....
Box Elder	22	20	5	5	25	35	1	1	23	19	.....	.....	.....	1
Cache	17	17	13	12	14	39	.....	.....	27	17	.....	.....	.....	.....
Davis	12	12	6	2	15	23	.....	.....	14	13	.....	.....	.....	2
Emery	12	12	6	1	7	14	.....	.....	10	9	.....	.....	.....	.....
Garfield	7	6	6	.....	7	13	.....	.....	7	8	.....	.....	.....	.....
Iron	7	6	4	1	5	10	.....	.....	4	6	.....	.....	.....	5
Juab	4	4	2	1	5	8	.....	2	5	1	.....	.....	.....	1
Kane	7	6	1	.....	5	6	.....	.....	4	5	.....	.....	1	1
Millard	10	10	5	2	7	14	.....	1	6	8	.....	.....	1	2
Morgan	10	10	1	.....	10	11	2	.....	7	3	.....	.....	.....	1
Piute	19	15	9	.....	8	17	.....	.....	6	17	.....	1	.....	.....
Rich	5	5	.....	.....	5	5	.....	.....	7	3	.....	.....	.....	.....
Salt Lake	64	55	.....	.....	54	54	3	4	48	38	.....	.....	.....	5
San Juan	2	1	.....	.....	1	1	.....	.....	1	.....	.....	.....	.....	.....
San Pete	19	19	12	7	23	42	.....	1	30	9	.....	1	4	6
Sevier	14	10	.....	3	7	10	.....	1	9	.....	.....	.....	.....	6
Summit	17	17	1	.....	19	20	3	5	5	9	.....	.....	.....	1
Tooele	11	10	.....	.....	12	12	.....	3	6	4	.....	1	.....	2
Uintah	10	7	.....	.....	7	7	.....	1	7	3	.....	.....	.....	1
Utah	21	20	9	11	22	42	.....	1	29	28	1	.....	1	3
Wasatch	7	7	3	2	8	13	1	.....	9	2	1	.....	.....	.....
Washington	20	20	8	1	15	24	1	.....	11	15	.....	.....	.....	2
Weber	21	21	4	5	25	34	1	.....	27	21	.....	.....	1	8
Total	344	316	97	53	310	460	14	21	304	242	2	3	8	47

Counties.	Children between six and eighteen.				Total.		Number enrolled.				Total.	
	Non-Mor-mon.		Mormon.				Non-Mor-mon.		Mormon.			
	Boys.	Girls.	Boys.	Girls.	Non-Mor-mon.	Mormon.	Boys.	Girls.	Boys.	Girls.	Non-Mor-mon.	Mormon.
Beaver	79	69	410	418	148	828	27	36	171	205	63	376
Box Elder.....	110	109	975	955	219	1,930	64	63	716	610	127	1,326
Cache	102	89	2,344	2,406	191	4,750	27	34	1,603	1,351	61	2,954
Davis.....	89	78	1,012	870	167	1,882	29	23	710	594	52	1,304
Emery	42	28	549	511	70	1,060	20	15	385	344	35	729
Garfield.....	5	3	363	332	8	695	5	3	262	242	8	504
Iron	16	27	403	395	43	798	.....	3	302	311	3	613
Juab.....	37	55	506	435	92	941	9	10	391	352	19	743
Kane .....	.....	.....	264	245	.....	509	.....	.....	219	194	.....	413
Millard	63	70	551	371	133	922	20	21	345	330	41	675
Morgan	33	25	308	236	58	544	11	7	234	163	18	397
Piute	51	38	336	341	89	677	37	28	299	252	65	551
Rich	21	17	326	206	38	432	1	7	153	145	8	298
Salt Lake.....	1,315	1,216	4,607	4,615	2,531	9,222	333	256	2,923	2,616	589	5,539
San Juan .....	.....	.....	26	34	.....	60	.....	.....	15	25	.....	40
San Pete.....	140	136	2,172	2,073	276	4,245	27	22	1,738	1,401	49	3,139
Sevier	100	83	791	744	183	1,535	21	18	344	428	39	772
Summit.....	455	363	441	589	818	1,030	236	199	391	357	435	748
Tooele	130	118	497	466	248	963	58	54	325	279	112	604
Uintah	47	45	225	220	92	445	11	11	174	189	22	363
Utah	315	316	3,193	3,249	631	6,442	107	78	2,264	2,245	185	4,509
Wasatch.....	60	68	519	498	128	1,017	17	24	328	347	41	675
Washington.....	71	56	637	633	127	1,270	40	40	465	488	80	953
Weber.....	424	400	1,843	1,662	824	3,505	119	96	1,383	1,113	215	2,496
Total	3,705	3,409	23,198	22,504	7,114	45,702	1,219	1,048	16,140	14,581	2,267	30,721

SCHEDULE B.—*Commissioner of schools' annual statistical report for Utah Territory, etc.—Continued.*

Counties.	Per cent. enrolled.		Average daily attendance.		Per cent actually attending school.		Average number terms schools have been taught.	Average number of days schools have been taught during the year.
	Non-Mor-mon.	Mormon.	Non-Mor-mon.	Mormon.	Non-Mor-mon.	Mormon.		
Beaver	44	45	41	306	30	37	2 ⁵ / ₆	138
Box Elder	58	69	91	1,001	42	52	2 ⁵ / ₆	141
Cache	32	62	35	1,670	18	35	3 ¹ / ₅	147
Davis	31	69	32	417	19	22	2 ¹ / ₃	119
Emery	50	63	22	508	31	48	3	131
Garfield	100	73	7	297	97	88	1 ¹ / ₂	69
Iron	14	77	2	383	67	49	2	104
Juab	20	41	15	294	17	31	3 ¹ / ₃	176
Kane		81		320		63	2 ³ / ₃	114
Millard	31	73	28	413	21	45	2 ² / ₅	119
Morgan	31	73	11	257	19	47	1 ⁴ / ₅	72
Piute	73	80	44	416	48	62	2 ¹ / ₂	106
Rich	21	70	4	158	50	37	3 ¹ / ₂	170
Salt Lake	23	60	308	3,216	12	35	3 ¹ / ₃	158
San Juan		66					2	100
San Pete	18	74	35	2,032	13	48	2 ³ / ₅	134
Sevier	20	50	22	529	12	34	2 ² / ₅	109
Summit	53	66	191	500	43	48	3	150
Tooele	45	63	84	382	34	40	2 ³ / ₄	147
Uintah	24	82	12	168	13	35	2 ¹ / ₃	105
Utah	29	70	108	2,458	17	38	3 ¹ / ₅	152
Wasatch	32	66	22	407	17	40	2 ³ / ₇	107
Washington	63	75	72	649	57	51	1 ⁴ / ₄	91
Weber	26	72	128	1,494	16	42	3	147
Total	.318+	.650+	1,314	18,375	.184+	.401+	2 ⁷ / ₂	125 ¹ / ₄

Counties.	Number enrolled under six years of age.						Number enrolled over eighteen years of age.					
	Non-Mor-mon.		Mormon.		Total.		Non-Mor-mon.		Mormon.		Total.	
	Boys.	Girls.	Boys.	Girls.	Non-Mor-mon.	Mormon.	Boys.	Girls.	Boys.	Girls.	Non-Mor-mon.	Mormon.
Beaver	1		1		1	1			4	4		8
Box Elder			5	8		13	3		20	5	3	25
Cache			2	2		4			54	25		79
Davis			11	6		17			20	3		23
Emery			1			1			2	4		6
Garfield			18	17		35			31	24		55
Iron			9	10		19			3	3		6
Juab			2	6		8			11	2		13
Kane			3	4		7			18	9		27
Millard			3	3		6	3		11	16	3	27
Morgan		1			1				11	4		15
Piute			4	1		5		2	11	5	2	16
Rich		1	1	3	1	4			6			6
Salt Lake	4	4	34	30	8	64		1	51	29	1	80
San Juan												
San Pete			9	4		13	1		83	25	1	108
Sevier			6	5		11			37	7		44
Summit	9	11	1	2	20	3	1		8	5	1	13
Tooele	3			3	3	3			15	3		18
Uintah			3	2		5			6	1		7
Utah	5	1	21	16	6	37	3	1	55	35	4	90
Wasatch									17	5		22
Washington		1	2	6	1	8	2		24	10	2	34
Weber	3	3	29	25	6	54	3	2	54	21	5	75
Total	25	22	165	153	47	318	16	6	552	245	22	797

12 REPORT OF COMMISSIONER OF SCHOOLS FOR UTAH.

SCHEDULE B.—*Commissioner of schools' annual statistical report for Utah Territory, etc.—Continued.*

Counties.	Number enrolled under and over school age.		Whole number enrolled.		Average monthly pay of teachers.			
	Non-Mor. mon.	Mormon.	Non-Mor. mon.	Mormon.	Males.		Females.	
					Non-Mor. mon.	Mormon.	Non-Mor. mon.	Mormon.
Beaver	1	9	64	385	.....	\$52.77	\$33.33	\$36.66
Box Elder	3	38	130	1,364	\$75.00	42.09	50.00	22.41
Cache .....	.....	83	61	3,037	.....	47.65	.....	34.38
Davis .....	.....	40	52	1,344	.....	49.20	.....	30.90
Emery .....	.....	7	35	736	.....	37.95	.....	26.20
Garfield .....	.....	90	8	594	.....	50.00	.....	22.65
Iron .....	.....	25	3	638	.....	41.70	.....	16.45
Juab .....	.....	21	19	764	.....	37.09	20.05	50.00
Kane .....	.....	34	.....	447	.....	47.68	.....	22.80
Millard	3	33	44	708	.....	51.50	15.00	28.88
Morgan	1	15	19	412	36.50	42.71	.....	26.75
Pi Ute	2	21	67	572	.....	29.71	15.00	20.74
Rich	1	10	9	308	.....	55.50	.....	31.66
Salt Lake	9	144	598	5,683	.....	59.02	30.83	30.75
San Juan .....	.....	.....	.....	40	.....	.....	.....	20.00
San Pete	1	121	50	3,260	.....	33.00	.....	14.70
Sevier .....	.....	55	39	827	.....	61.25	10.77	24.05
Summit	21	16	456	764	70.00	55.25	49.00	35.56
Tooele	3	21	115	625	.....	54.72	42.66	29.50
Uintah .....	.....	12	22	375	.....	46.50	40.00	21.25
Utah	10	127	195	4,636	.....	56.55	85.00	31.67
Wasatch .....	.....	22	41	697	55.00	47.30	.....	24.66
Washington	3	42	83	995	55.00	44.17	.....	26.30
Weber	11	129	226	2,625	50.00	56.38	.....	32.11
Total	69	1,115	2,336	31,836	56.92	47.81	35.60	27.54

Counties.	Compensation paid by trustees to teachers as per school teachers' term report.	Value of school property.				
		Grounds.	Buildings.	Furniture.	Apparatus.	Total.
Beaver	\$2,755.00	\$850.00	\$5,415.00	\$950.00	\$440.70	\$7,655.70
Box Elder	7,259.55	995.00	17,019.47	3,245.80	875.00	22,135.27
Cache	15,332.73	9,167.00	32,955.00	4,583.50	1,088.55	47,794.05
Davis	6,272.15	3,645.00	18,300.00	2,801.00	831.00	25,577.00
Emery	2,644.35	163.00	200.00	38.25	30.00	431.25
Garfield	2,573.50	895.00	2,355.00	360.00	400.00	4,010.00
Iron	1,853.25	440.00	5,587.17	403.25	293.90	6,724.32
Juab	2,878.95	1,100.00	2,550.00	895.00	315.00	4,860.00
Kane	1,609.60	295.00	4,500.00	300.00	225.00	5,320.00
Millard	2,885.05	525.00	15,323.35	1,993.50	552.00	18,393.85
Morgan	1,251.75	925.00	9,280.00	865.00	187.00	11,257.00
Pi Ute	2,005.45	6.00	350.00	120.00	48.50	524.50
Rich	1,694.75	120.00	250.00	473.85	231.75	1,075.60
Salt Lake	37,984.02	41,301.00	75,209.19	11,592.49	2,919.92	131,022.60
San Juan	120.00	.....	.....	.....	.....	.....
San Pete	12,901.95	2,289.50	11,508.05	2,478.90	779.18	17,055.63
Sevier	3,539.76	935.00	5,955.48	659.61	254.00	7,804.09
Summit	5,833.50	2,235.00	9,370.00	1,344.50	619.25	13,568.75
Tooele	4,286.23	925.00	4,410.00	930.00	255.00	6,520.00
Uintah	1,530.50	625.10	241.65	169.90	17.00	1,053.65
Utah	30,663.45	10,881.25	77,279.63	7,342.35	2,104.07	97,607.30
Wasatch	3,516.10	725.00	7,572.00	1,127.30	135.50	9,559.80
Washington	5,055.00	1,470.00	12,096.00	1,146.00	391.75	15,103.70
Weber	15,172.93	16,749.00	60,818.00	8,715.30	1,419.30	87,701.60
Total	174,619.52	97,261.85	378,544.99	52,535.50	14,413.37	542,755.71

SCHEDULE C.

Commissioner of schools' annual statistical report for denominational schools, Utah Territory, for the school year ending June 30, 1888.

Names of denomination.	Number of schools.	Number of schools reported.	Non-Mormon teachers.	Mormon teachers.	Mormon assistant teachers.	Non-Mormons enrolled.		Mormons enrolled.		Total enrolled.	
						Boys.	Girls.	Boys.	Girls.	Non-Mormon.	Mormon.
Catholic.....	4	3	24	.....	.....	180	575	.....	.....	*755	.....
Congregational.....	2	22	38	.....	.....	373	405	402	389	†778	791
New West Schools	2	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Episcopal.....	5	4	.....	.....	.....	202	249	152	141	451	293
Methodist.....	21	21	34	.....	.....	.....	.....	.....	.....	†702	467
Mormon.....	4	4	.....	19	13	9	1	397	223	10	620
Presbyterian.....	33	25	52	.....	.....	436	447	343	383	883	726
Total.....	89	79	148	19	13	1,294	1,777	1,294	936	3,773	2,897

Names of denomination.	Per cent. enrolled.		Average number of terms schools have been taught.	Average number of days schools have been taught during the year.	Number enrolled under six years of age.					
	Non-Mormon.	Mormon.			Non-Mormon.		Mormon.		Total.	
					Boys.	Girls.	Boys.	Girls.	Non-Mormon.	Mormon.
Catholic			3	209						
Congregational			3	166						
New West Schools										
Episcopal			3	160						
Methodist										
Mormon			3	178						
Presbyterian			2½	147½	36	37	23	25	73	48
Total	*.54	*.06	3	161½	36	37	23	25	73	48

* Classified as non-Mormon. Father Kuley writes: "We never ask a boy what his religion is, or that of his parents." Similar replies from other Catholic principals.

† Classified as non-Mormon; parentage not given.

‡ Variation of totals from items composing it is owing to non-classification as to sex.

Names of denomi- nation.	Number enrolled over eighteen years of age.						Number en- rolled under and over school age.		Whole num- ber enrolled.		Total compensation from all sources.	Average monthly compen- sation.
	Non-Mor- mon.		Mormon.		Total.							
	Boys.	Girls.	Boys.	Girls.	Non-Mor- mon.	Mormon.	Non-Mor- mon.	Mormon.	Non-Mor- mon.	Mormon.		
Catholic									755			
Congregational									972	791		\$55.00
(New West Schools)												
Episcopal									451	293		
Methodist									702	467		
Mormon			76	56		132		132	10	752	\$11,180.85	
Presbyterian	10	20	15	7	30	22	103	70	986	796		
Total	10	20	91	63	30	154	103	202	3,876	3,099		

Average monthly pay of teachers and the value of school property were not reported.

SCHEDULE D.

Commissioner of schools' annual financial report of Utah Territory for the school year ending June 30, 1888.

Counties.	Balance on hand last report.	District taxes.	Territorial school tax.	County school fund, sale of estrays, etc.	Tuition fees.	Donations.	Rents.	Total.
Beaver	\$530. 73	\$356. 00	\$1, 896. 00	.....	\$1, 207. 89	\$7. 00	\$135. 64	\$4, 133. 26
Box Elder	2, 699. 72	5, 391. 08	4, 298. 00	\$30. 00	1, 637. 20	800. 04	223. 40	15, 079. 44
Cache	3, 976. 43	1, 485. 45	9, 882. 00	5. 65	6, 284. 56	100. 00	1, 371. 00	23, 105. 09
Davis	2, 377. 36	1, 140. 37	4, 026. 70	.....	2, 158. 04	.....	61. 82	9, 764. 29
Emery	1, 047. 77	41. 38	1, 919. 20	.....	478. 60	.....	50. 00	3, 536. 95
Garfield	567. 55	590. 00	1, 404. 00	.....	1, 249. 50	34. 00	.....	3, 845. 05
Iron	2, 442. 63	30. 00	1, 680. 00	.....	549. 25	8. 82	46. 05	4, 756. 75
Juab	2, 034. 61	2, 667. 42	1, 958. 00	15. 65	888. 20	107. 88	64. 60	7, 735. 76
Kane	398. 90	96. 00	960. 00	.....	839. 25	.....	.....	2, 294. 15
Millard	826. 19	405. 35	2, 484. 00	.....	1, 642. 00	528. 95	168. 20	6, 054. 69
Morgan	674. 39	3. 00	1, 144. 00	23. 65	250. 07	20. 40	43. 70	2, 159. 21
Piute	1, 048. 23	.....	1, 328. 00	.....	648. 35	468. 55	.....	3, 493. 13
Rich	757. 90	.....	787. 50	.....	558. 55	387. 95	6. 00	2, 497. 90
Salt Lake	13, 105. 90	14, 893. 77	22, 866. 00	*2, 649. 09	16, 022. 93	315. 75	825. 20	70, 678. 64
San Juan	28. 10	.....	108. 00	.....	54. 00	.....	.....	190. 10
San Pete	6, 206. 88	2, 043. 15	9, 156. 40	.....	3, 947. 46	28. 02	93. 39	21, 475. 30
Sevier	1, 526. 35	398. 56	3, 662. 55	.....	1, 637. 07	216. 73	154. 41	7, 595. 67
Summit	1, 918. 01	4, 593. 31	4, 098. 00	93. 35	1, 392. 47	190. 88	83. 50	12, 369. 52
Tooele	233. 96	190. 00	1, 686. 00	.....	929. 69	162. 98	287. 08	3, 389. 71
Uintah	312. 25	66. 20	957. 00	.....	646. 60	82. 43	130. 00	2, 194. 48
Utah	4, 996. 00	11, 925. 78	14, 146. 00	.....	8, 200. 29	5. 00	296. 80	39, 569. 87
Wasatch	576. 23	596. 20	2, 290. 00	1177. 06	1, 607. 85	10. 00	10. 97	5, 268. 31
Washington	1, 924. 38	154. 00	2, 794. 00	.....	2, 279. 57	139. 85	42. 80	7, 334. 60
Weber	5, 198. 50	9, 198. 95	8, 658. 00	14, 975. 92	5, 785. 47	388. 58	353. 40	34, 558. 82
Grand total	55, 408. 97	56, 265. 97	104, 189. 35	7, 970. 37	60, 894. 86	3, 903. 81	4, 447. 36	293, 080. 69

Counties.	Payment of teachers.		Buildings.	Furnishings, desks, seats, clocks, etc.	Apparatus, globes, maps, charts, etc.	Repairs.	Improvements.
	Male.	Female.					
Beaver	1, 787. 50	940. 25	416. 00	\$10. 65	\$123. 05	\$144. 60	\$142. 62
Box Elder	5, 529. 80	2, 077. 00	2, 523. 49	485. 66	309. 60	282. 75	176. 40
Cache	11, 715. 97	3, 493. 56	778. 95	922. 63	94. 75	280. 24	26. 25
Davis	3, 960. 85	2, 311. 40	87. 80	12. 50	195. 87	292. 67	36. 30
Emery	1, 733. 50	883. 10	57. 00	3. 00	.....	.....	4. 00
Garfield	2, 006. 55	595. 00	.....	40. 55	140. 00	86. 89	.....
Iron	871. 25	962. 00	.....	2. 60	.....	7. 66	25. 70
Juab	2, 031. 25	847. 70	1, 151. 28	238. 40	170. 77	78. 05	42. 30
Kane	1, 076. 00	486. 00	.....	2. 50	17. 00	62. 82	15. 00
Millard	2, 740. 00	857. 55	335. 37	109. 35	70. 50	159. 41	568. 58
Morgan	950. 25	280. 00	.....	.....	65	28. 42	60. 09
Piute	810. 50	1, 018. 05	535. 02	75. 50	20. 70	9. 60	.....
Rich	1, 258. 40	395. 35	.....	66. 93	3. 75	9. 65	.....
Salt Lake	27, 082. 22	11, 160. 05	7, 580. 28	3, 152. 86	929. 76	1, 058. 46	1, 577. 72
San Juan .....	.....	120. 00	.....	1. 50	.....	2. 00	.....
San Pete	10, 672. 95	2, 527. 15	373. 55	141. 08	368. 10	254. 30	283. 02
Sevier	2, 059. 35	2, 106. 54	332. 21	94. 57	34. 75	73. 46	41. 43
Summit	2, 572. 46	3, 484. 25	1, 476. 43	99. 35	262. 48	266. 23	18. 40
Tooele	1, 155. 53	1, 038. 25	.....	85. 00	51. 50	178. 35	26. 50
Uintah	1, 153. 00	277. 50	.....	67. 18	5. 00	70. 98	.....
Utah	15, 352. 62	7, 337. 70	4, 629. 48	610. 47	768. 87	831. 06	660. 92
Wasatch	3, 206. 10	310. 00	10. 00	3. 50	22. 50	43. 50	.....
Washington	2, 367. 00	2, 688. 00	50. 00	18. 00	30. 90	40. 38	72. 37
Weber	9, 363. 68	5, 809. 25	6, 347. 15	601. 90	473. 60	912. 69	1, 713. 98
Grand Total	111, 456. 73	52, 005. 65	26, 684. 01	6, 845. 68	4, 094. 10	5, 174. 17	5, 491. 58

SCHEDULE D—Continued.

Commissioner of schools' annual financial report of Utah Territory, etc.—Continued.

Counties.	Current expenses of school exclu- sive of teachers' salaries.	Compensation to trustees.	Payment of of- ficers appointed by trustees.	Printing, adver- tising, etc.	Discount and loss.	Amount on hand.	Total.
Beaver	189.15	79.00	98.30	18.75	113.62	69.77	4,133.26
Box Elder	653.52	303.85	642.42	36.00	88.25	1,970.70	15,079.44
Cache	1,675.97	776.00	480.50	43.08	217.59	2,599.62	†23,105.11
Davis	709.22	245.60	123.50	13.30	127.46	1,647.82	9,764.29
Emery	10.43	27.00	6.50	3.75	.....	808.67	3,536.95
Garfield	103.73	65.00	25.00	.....	.....	782.33	3,845.05
Iron	95.30	96.00	74.88	.....	130.80	2,490.56	4,756.75
Juab	457.62	231.50	133.00	21.40	28.82	2,303.57	*7,735.66
Kane	28.16	84.27	50.00	7.50	.....	464.90	2,294.15
Millard	475.22	165.00	73.65	9.00	23.31	467.75	6,054.69
Morgan	177.32	143.40	53.00	8.12	4.21	453.75	2,159.21
Piute	94.73	.....	12.00	.....	.....	917.03	3,493.13
Rich	262.18	36.00	.....	1.25	.....	464.39	2,497.90
Salt Lake	5,194.96	766.91	476.70	323.10	96.30	11,279.32	70,678.64
San Juan	3.00	16.00	.....	.....	.....	47.60	190.10
San Pete	1,097.74	492.72	285.80	17.50	124.00	4,842.38	§21,480.29
Sevier	469.85	115.00	129.70	34.96	225.38	1,878.47	7,595.67
Summit	696.26	288.59	162.00	88.60	268.72	2,685.75	12,369.52
Tooele	364.53	82.50	4.00	11.25	.....	392.30	3,389.71
Uintah	109.75	.....	.....	.....	.....	511.07	2,194.48
Utah	2,431.18	728.97	786.87	124.22	220.96	5,077.55	39,569.87
Wasatch	372.71	110.00	141.40	6.00	130.80	911.80	5,268.31
Washington	160.21	132.91	73.92	1.10	33.17	1,666.64	7,334.60
Weber	2,123.07	873.35	1,375.46	102.80	784.34	4,077.55	34,558.82
Grand total	17,955.81	5,859.57	5,208.60	871.68	2,626.73	48,811.29	293,085.60

* Error of 10 cents.

† Bills payable.

‡ Error of 2 cents.

§ Error of \$4.99.

BIENNIAL REPORT OF THE COMMISSIONER OF SCHOOLS FOR UTAH TERRITORY, FOR THE YEARS 1886 AND 1887.

[With the school laws of Utah Territory, and such acts and portions of acts of Congress as are made applicable to the schools of Utah Territory.]

TO THE LEGISLATIVE ASSEMBLY OF THE TERRITORY OF UTAH:

I herewith submit my report of the condition of the district schools in the Territory, as required by law, including a compilation of such statistics as have been furnished me by the county superintendents during the years 1886 and 1887.

I was appointed by the governor of the Territory to the office of Territorial superintendent of district schools on the 13th day of March, 1886, immediately after the close of the last session of the legislature. I qualified, as required by law, immediately afterwards, and proceeded to perform such duties pertaining to the said office as I found practicable.

I was informed at that time that L. John Nuttall, esq., assumed to be the Territorial superintendent; that he was elected to the office by the people of the Territory at the August election, 1880, and that without any subsequent election or appointment he had continued to act as such officer until the time I have named. Upon inquiry, however, I learned that he had been absent from the Territory or concealed within it for something over a year previous to my appointment, and after the most diligent inquiry of those whom I understood were associated with him officially or otherwise, I failed to get any information as to his whereabouts, and was unable to find his office or ascertain he had one. I also addressed a letter to him through the Salt Lake post-office, which I was informed was his address, requesting him to deliver to me all books, blanks, correspondence, and all other property belonging to the said office. This letter, however, was subsequently returned to me, never having been delivered. I have up to this time been unable to ascertain where he is, or communicate with him.

Whether or not he has in his possession any property, correspondence, books, or other material belonging to the said office I am unable to report, for the reason above stated.

During the said year 1886, I corresponded with the county superintendents of the several counties of the Territory regarding the condition of the schools under their jurisdiction, and requested them from time to time to furnish me with statistical and other reports as the law required of them. To this request there was a very general omission or neglect to comply, although I remember to have received no direct refusal, most of them, however, claiming that Mr. Nuttall was acting in the office of superintendent. After the lapse of the time when the annual reports of the county superintendents should have been delivered to me, I filed a petition in the third district court of the Territory against the county superintendent of Salt Lake County, praying a writ of mandamus compelling him to make and deliver the several reports required by law. An alternative writ of mandate was issued, requiring him to show cause why he should not make such reports. Amongst other things relied upon by him, by way of defense, was the claim that the said Nuttall was Territorial superintendent of schools, and that he had made his report to him. Yet, strange enough, after this representation he was unable or unwilling to state where Mr. Nuttall could be found, where he performed his official work, or that he knew where he was personally. After a somewhat protracted litigation, extending from October until about the end of December, 1886, a peremptory writ of mandamus was awarded. The defendant then proposed to take the case by appeal to the supreme court of the Territory, but before it was perfected the bill now known as the Edmunds-Tucker law passed the House of Representatives, and it being considered probable by him and his counsel that the same would become a law in the course of a few weeks thereafter, thereby abolishing the office of superintendent of schools, the idea of an appeal was abandoned and the several reports were made in compliance with the order of the court.

The bill above referred to having become a law on the 3d of March, 1887, proceedings against other delinquent county superintendents could not be taken. The superintendent of Weber County was the only one who, prior to the litigation, voluntarily transmitted his reports; one other superintendent, however, that of Summit County, signifying his readiness to do so, and subsequently complying.

The 25th section of the law of March 3, 1887, is as follows:

"SEC. 25. That the office of Territorial superintendent of district schools created by the laws of Utah is hereby abolished; and it shall be the duty of the supreme court of said Territory to appoint a commissioner of schools, who shall possess and exercise all the powers and duties heretofore imposed by the laws of said Territory upon the Territorial superintendent of district schools, and who shall receive the same salary and compensation, which shall be paid out of the treasury of said Territory; and the laws of the Territory of Utah, providing for the method of election and appointment of such Territorial superintendent of district schools are hereby suspended until the further action of Congress shall be had in respect thereto. The said superintendent shall have power to prohibit the use in any district school of any book of sectarian character or otherwise unsuitable. Said superintendent shall collect and classify statistics and other information respecting the district and other schools in said Territory, showing their progress, the whole number of children of school age, the number who attend school in each year in the respective counties, the average length of time of their attendance, the number of teachers and compensation paid to the same, the number of teachers who are Mormons, the number who are so-called Gentiles, the number of children of Mormon parents, and the number of children of so-called Gentile parents, and their respective average attendance at school; all of which statistics and information shall be annually reported to Congress, through the governor of said Territory and the Department of the Interior."

On the 2d of April, 1887, I was appointed commissioner of schools in pursuance of said act, and immediately qualified and entered upon the duties of the office. Subsequently, I addressed a circular letter to those county superintendents who had not reported to me for the year 1886, advising them of the result of the litigation with the superintendent of Salt Lake County, and that in my opinion, in consequence of the change in the law, there was no longer any legal obligation upon them to make the report which they should have made the previous year, but in the interest of the schools, and for the purpose of collecting such statistical information as the law contemplated, I requested them to then make such reports, with which request most of them complied, but owing to the conditions stated I have only received sixteen out of the twenty-four reports which I should have received for 1886, and consequently the statistical and financial reports herewith submitted are incomplete as to the eight counties not reported.

Section sixteen of the Territorial school law, as amended March 13, 1884, provides that the Territorial and county superintendents and the president of the faculty of the University of Deseret should, at a convention called for that purpose, decide what

text-books should be adopted in the district schools, that when so adopted their use should be mandatory therein, and that when so adopted no change should be made within a period of five years, except for sufficient cause, to be decided at a special convention. A convention, in pursuance of this provision, was convened in Salt Lake City in April, 1882, and after adopting a portion of the text-books required in the schools, adjourned until October, 1882. At the adjourned session, on the 9th day of October, 1882, the Independent series of readers and the National spellers were adopted.

During May, 1887, having made inquiry upon the subject amongst such teachers and school officers as I was able to consult, I found that a change was desired in several of the text-books in use in the schools. As to the readers and spellers in use, there was a pronounced and almost universal dissatisfaction. In view of all these facts, and that more than five years had elapsed since the adoption of all the books in use with the exception of readers and spellers, and deeming the dissatisfaction as to these sufficient cause for calling a special convention to take into consideration the question of changing them, and to secure an adoption of all text-books whatever at one and the same time, I called both a general and special convention of the superintendents and president of the faculty of the University of Deseret, to meet on the 20th of June, 1887, at the university building, a convenient and suitable room therefor having been tendered for that purpose. At the time fixed there assembled eighteen of the twenty-four county superintendents of the Territory, together with Dr. Park, of the university, and myself.

The special convention was convened to deal only with the question of readers and spellers, which had been adopted less than five years previously, and after a very full discussion adopted Bancroft's Readers and Harrington's Spellers, and adjourned on the 21st day of June. The regular convention remained in session three days, adjourning on the 22d of June. The labors of these conventions resulted in adopting the several books, and upon the terms stated in the following circular:

OFFICE OF COMMISSIONER OF SCHOOLS,
Salt Lake City, August 2, 1887.

TO THE SCHOOL OFFICERS, TEACHERS, AND PUPILS OF UTAH TERRITORY:

At the school-book convention held at Salt Lake City, June 20 to 22, 1887, the following text-books were adopted for use in the district schools for the period of five years: Bancroft's Readers; Harrington's Graded Speller, two parts in one volume; Appleton's Elementary and Higher Geographies; Spencerian Copy Books; Michael's System of Penmanship for fourth reader and higher grades of pupils; Krusi's Drawing Series; Pathfinder Series of Physiologies, consisting of No. 1, Child's Health Primer; No. 2, Hygiene for Young People; and No. 3, Steele's Hygienic Physiology; Grammars, Barnes's Short Studies in English, parts one and two in one volume; Reed and Kellogg's Higher Lessons in English; Barnes's Primary History of the United States; Stephens's Music Readers; Harper's Arithmetics.

The following books were also recommended for use in the schools but were not adopted by the convention, viz: Piper's Seat Work in Arithmetic; Harper's Spelling Blanks, Nos. 1 and 2; Scribner's Geographical Readers; Duff's Common School Book-keeping; Parry's Supplements for School and Home Reading; First Steps in Scientific Knowledge; Hooker's Child's Book of Nature.

The terms of exchange and introduction of the books adopted are as follows, viz:

Bancroft's Readers are to be exchanged even for the corresponding numbers of the Independent series of readers.

In case pupils have no Independent Readers to exchange, they are to be supplied with the Bancroft series, during the time agreed upon for introduction, at the following rates: Bancroft's First Reader, 10 cents; Bancroft's Second Reader, 20 cents; Bancroft's Third Reader, 25 cents; Bancroft's Fourth Reader, 35 cents; Bancroft's Fifth Reader, 45 cents.

Harrington's Spellers, Parts I and II, complete, will be given in even exchange for Watson's Independent Speller; and the introductory price of the same is 17 cents.

Appleton's Geographies were simply re-adopted, and the publishers agree to give the Territory the benefit of any reduction in price which may be made during the period covered by the adoption.

The Spencerian Copy Books were also re-adopted, and the following prices guaranteed, to-wit (in quantities to dealers or school boards): Common School Series, per dozen, 80 cents net; Tracing Series, 1 to 4, per dozen, 60 cents net; Shorter Course, 1 to 7, per dozen, 60 cents net; Michael's Copy Books, per copy, 10 cents; Michael's Compendiums, per copy, 90 cents.

Krusi's system of drawing had been previously adopted, but not having been used in all the schools, the publishers agreed to furnish them at the following special introductory rates, viz: Krusi's Easy Drawing Lessons, cards, per package, 12 cents; Krusi's Synthetic Series, Nos. 1, 2, 3, 4, per book, 12 cents; Krusi's Analytic Series,

Nos 5, 6, 7, 8, 9, 10, per book, 16 cents; Krusi's Perspective Series, Nos. 11, 12, 13, 14, per book, 21 cents; Krusi's Synthetic Manual for Teachers, 52 cents; Krusi's Analytic Manual for Teachers, 52 cents; Krusi's Perspective Manual for Teachers, 40 cents.

The Pathfinder Series of Physiologies are to be introduced at the following rates, viz: No. 1, Child's Health Primer, 30 cents; No. 2, Hygiene for Young People, 40 cents; No. 3, Steele's Hygienic Physiology, \$1.

Barnes's Short Studies in English. Present edition in one volume. Exchange price for any grammar or language lessons, 30 cents; introductory and wholesale price, 50 cents.

Reed and Kellogg's Higher Lessons in English. Exchange price for any grammar previously in use of similar grade, 30 cents. Introductory price, 60 cents.

Barnes's Primary History of the United States will be furnished in exchange for any other school history of the United States, at 35 cents, while the introductory and wholesale prices are 60 cents.

The prices of Stephens's Music Readers are 40 cents each at retail, and \$3.60 per dozen at wholesale; and in connection with their use, the author, Mr. E. Stephens, Salt Lake City, agrees to give instructions, by correspondence with teachers, as to the best method of using the book and teaching from it, free of charge.

Harper's Arithmetics are to be supplied as follows: First Book in even exchange for Ray's New Elementary Arithmetic; introductory price, 25 cents. Second Book, exchange price for any other arithmetic that may have been in use, 30 cents; introductory price, 50 cents, and retail price 60 cents.

The time for exchange and introduction of books in all cases extends to February 1, 1888.

P. L. WILLIAMS,
Commissioner.

The terms of exchange and introduction I think were generally favorable to the people of the Territory, and so far as I have been advised, the books adopted are proving very satisfactory. There has been some complaint from different parts of the Territory of the failure upon the part of the publishers of some of the books adopted to supply them in sufficient quantities to enable them to be introduced as rapidly as required by the pupils. These complaints have been chiefly with regard to the readers, although the publishers, Messrs Bancroft & Co., as early as the 5th day of December, 1887, claim to have shipped to the various dealers of the Territory several thousand books in excess of the whole number of children of school age in the Territory.

I have made considerable inquiry as to the facts to ascertain if possible who, if any one, was to blame, but my investigation has not led to any satisfactory conclusion. There has been some complaint that various of the dealers are at fault for the inequality of distribution of these books throughout the Territory. I think, however, that all calls have now been supplied, or will be before the 1st of February, the time fixed for free exchange and introduction at the reduced rates agreed upon by the convention and the publishers.

STATISTICS.

Herewith are submitted as a part of this report tabulated statements of the financial and statistical condition of the schools, and also of the school population of the Territory. The statistical and financial reports are compiled from the annual reports of the county superintendents, so far as they have been furnished. There being eight counties from which I failed to obtain reports for 1886, necessarily makes the report for the Territory for that year incomplete. For 1887 I received reports from all the counties except the statistical report for Millard County, which the county superintendent seems to have overlooked.

It is a matter of regret that a number of these county reports contain errors which it is impossible to correct from the data furnished, in which cases a notation has been made indicating those that are imperfect.

I am aware that the difficulties experienced by county superintendents in obtaining accurate financial and other reports from the trustees of the several districts make it a labor of great difficulty, and perhaps in some cases wholly impossible, to complete their annual reports and present them free from defects and errors. It is not to be expected in every instance that trustees will be able to keep accounts with accuracy where they are more or less complicated, but it is to be hoped that in the future there will be a determined effort upon the part of the trustees, as well as county superintendents, to attain greater accuracy, and thus reduce these errors and imperfections to a minimum.

In every school district an object of importance, which should be secured if possible in the selection of trustees, would be to procure one at least who has some knowledge and experience in the matter of keeping accounts, who might be selected as clerk for the board of trustees, and thus a much greater degree of accuracy might be attained,

It is made the duty of the county superintendents to visit the schools at least twice in each year, to examine the trustees' records, audit their accounts, and see that they properly discharge their duties. In many counties of the Territory, where the population is large and there are many districts, this imposes a heavy burden upon the county superintendents; yet it is necessary that this duty should be faithfully performed in order to secure a steady improvement in the schools, and to obtain satisfactory results in the accounts and reports of the trustees.

In many instances I am satisfied these duties of the county superintendents are very imperfectly performed, and in some cases almost, if not wholly, neglected. I do not mention this matter by way of complaining of the efficiency of the county superintendents. On the contrary, I find much in their official conduct to commend in the way of energy and assiduity, when we consider the circumstances under which they hold their offices. The law itself provided no compensation whatever for their services, and the only compensation allowed is the appropriation of a very meager sum by the county courts. The result is, that these superintendents being usually men of small means, and necessarily engaged in their private business to secure a livelihood, are unable, for the compensation they receive, to devote the time to their official duties that is absolutely necessary for their proper discharge. This condition was illustrated during last year by the fact that one or more superintendents failed to attend the book convention on account of being unable to pay their own expenses, and the county courts refusing to make any appropriation to meet them. Under exactly such circumstances, the agent of one publishing house who was seeking to have their books adopted, had the audacity to telegraph a superintendent of a remote county to attend the convention, and he (the agent) would pay his expenses. Such a proposition is essentially the offer of a bribe, resulting from a condition that the laws ought not to suffer to exist.

I do not believe that the important service that is required by the law at their hands will ever be performed as it should be until provision is made for a reasonable compensation, something proportionate to the time required, and that necessarily depends largely upon the number of school districts in their county and of the schools carried on.

The office of county superintendent is one of the utmost importance to the successful establishment and maintenance of a system of public schools, and to secure the supervision that is necessary to attain the end sought, adequate compensation must be provided.

The law requires the trustees to take the census of all the children between the ages of six and eighteen years residing in their districts, on or before the second Monday of July in each school year. The result of this census taken in July, 1887, is something of a surprise to me, in that it shows a loss of children of school age as compared with the preceding year. The law itself is very imperfect as to detail in providing the manner and completeness required in taking the census. To avoid as far as possible such inaccuracies as I fear existed in taking the census of the school population, I directed the county superintendents to adopt a method varying somewhat from the plan previously pursued. It had been the custom, as I am informed, to report to the county superintendent only the names of such pupils of school age as had not been enrolled in previous years. I urged that the census should contain a full list of the names of all children of school age, and that diligence should be exercised in having the enumerator visit every house in his district, make careful inquiry, and if possible procure an accurate census. I am advised by some of the county superintendents that in their opinion the census taken last year is more complete and accurate than those previously taken, and they incline to attribute the apparent loss in the school population to the inaccuracies of the previous census and to the probability of it having been made up in part, at least, from estimates rather than actual enumeration. However that may be, I am not convinced that the census last taken is by any means as perfect as it might or should be. The remedy for this imperfection is to be found largely in an amendment of the school law in this particular, which will impose upon the enumerators the duty of visiting each house or habitation in the district, and by personal observation or inquiry ascertain the names and ages of all children within the prescribed limit, and that he be required to make his return thereof on oath.

An examination of the statistics submitted will show that a very large percentage of the children of school age are not in attendance at the district schools. This is a matter that is greatly to be deplored. Yet, notwithstanding this fact, as far as I have personally observed, and as I am informed by county superintendents, the school-houses are filled to excess with pupils. That there is a very general lack of sufficient school room and facilities for the convenient, comfortable, and healthful accommodation of the pupils in the several districts, is certain.

During the last year, in pursuance of a provision of the statute requiring certain specified reports from the county superintendents, together with such other information as the Territorial superintendent may require, I called upon the county superin-

tendents to furnish a report of the extent of school lands and buildings in each district of their counties respectively, the dimensions of the school buildings, their seating capacity, the uses made of them other than for school purposes, if any, what if any interference with schools was the result of such other use, and other information of a similar kind; and hoped by the collection of such data to deduce some sort of an approximate estimate of the facilities for accommodating the school population in attending school, so that the legislature would be the better enabled to consider what additional legislation might be necessary or desirable in securing to the people more adequate facilities for all children of school age.

The information derived in pursuance of this request has been so meager and imperfect that I have not thought it advisable to attempt at this time to make an estimate of the proportion of children of school age that could actually find accommodation in the district school buildings.

The information thus derived, however, as to some counties and localities, shows conclusively that there is an urgent need for additional and better school buildings and accommodations. From the information collected I am convinced that in Salt Lake City and County there are not suitable and comfortable buildings sufficient to accommodate more than one-third of the school population. The report of the county superintendent of Salt Lake County shows an average attendance of only 27½ per cent. of those of school age in the district schools; and yet, as a rule, the school-rooms are crowded to their utmost capacity, and to that extent that causes great discomfort and endangers the health of the pupils.

The county superintendent reports that out of the sixty-four districts in the county there are sixteen that have no school grounds or buildings whatever, and many others, indeed most, are inadequately supplied. That this should be so, in that portion of the Territory most densely populated, and in which there is the greatest accumulation of property, is very unfortunate for those directly interested in having their children educated, and is deplorable as an example to other portions of the Territory.

That some other localities less populated and wealthy are much better supplied proportionately with school buildings and other accommodations than Salt Lake City and County is certain, notably Weber and Utah Counties; and I am thoroughly convinced that when we consider the relative population and wealth, that there is no portion of the Territory so poorly supplied with school buildings and grounds as Salt Lake City. Some of the most populous and wealthy districts in this city have no school buildings whatever, and the quarters occupied by the district schools in many instances are basements of ward meeting-houses or other inferior and inadequate rooms attached thereto. These conditions are such that it makes impossible any proper or adequate school system.

I think one serious impediment in the way of providing better school-houses is the fact that the law as it now stands makes no provision whereby the trustees may borrow money by issuing bonds or otherwise, and hence in every instance where a building is desired it must be built by the tax of a single year or by a repetition of a heavy tax for two or three years successively, in the mean time being unable to complete the school building until a tax covering the entire costs is collected. The result of this law is that the levy in any one year of a tax sufficient to build even an insufficient school building constitutes a heavy burden, and where imposed even to the limit of the law the amount raised is insufficient as a rule to do more than erect a building which will supply the wants of to-day; and next year or in a year or two the building is found too small to accommodate the increased number of pupils. Then it becomes necessary to make additions that the original plan of the building did not contemplate, and such additions when made are frequently without symmetry, completeness of design, or convenient arrangement.

Where a population has become permanent, and every reasonable probability is that it will gradually increase, the erection of a school building should be one of great concern to the people, and it should be built with reference to the future rather than the present.

There is no reason why buildings for school purposes should not last through the education of several generations of children, and with that view the structure should be planned and erected. To do this, however, involves necessarily the raising of a considerable sum of money, a burden that would be borne with difficulty if imposed at once or within two or three years. To avoid the imposition of so heavy a burden within a brief space of time, and to secure also the erection of school buildings that will supply with comfort and convenience not only the present, but the future for many years to come, provision should be made by law whereby districts might issue bonds, and thus raise an amount of money adequate to supply such structures, with a provision for levying a light tax annually to gradually discharge the indebtedness. This method has been and is being pursued in neighboring Territories, and as a result, in even sparsely populated sections, and where the aggregate of property within the districts subject to taxation is far less than in the majority of the districts of Utah Territory, are found school buildings far surpassing anything that exists in this Ter-

ritory. Nor do those people complain of the burden caused by providing these facilities for the education of their children. In the building up of a public school system that shall be a credit to the Territory, and properly supply the demands of an adequate public school education, there must be legislation providing better means of raising money adequate to supply suitable school-houses and buildings. This is one of the very important subjects upon which there should be advanced but careful legislation.

Since my connection with the office of school superintendent and commissioner of schools, I have had little opportunity to visit different parts of the Territory, or to become acquainted to any considerable extent with the class of teachers engaged in the schools. I find, however, in Salt Lake City and County, and in adjoining counties, many energetic and capable teachers, and I am convinced the character, qualification, and earnestness of the teachers in the central portion of the Territory, at least, is far in advance of the supply of buildings, apparatus, and proper provision for their compensation.

Without any legislative encouragement or provision for the slight expense incurred, the teachers in Salt Lake County and several other counties have organized and are carrying on teachers' institutes. These meetings are well attended by the teachers and great interest manifested by them in the interchange of ideas, making each other acquainted with their experience in teaching, and discussing the various questions that arise in pursuit of their profession. The expenses necessarily attending these institutes have so far been contributed by the teachers themselves, thus evincing their determination to improve themselves and to advance their work. These institutes should, in my judgment, be fostered by legislative aid, and at the same time impose it upon teachers as a part of their duty to attend and participate in these meetings. The avocation of the teacher has become in recent years a distinct and well-defined profession. The organization and successful carrying on of county and State institutes and educational associations for the purpose of improving the schools, perfecting teachers in their profession, and advancing the cause of education generally, has become almost universal throughout the United States and Territories. All these organizations and associations are found to be very efficient aids in the cause of education, and should be encouraged by every legitimate means.

There is one subject to which I desire especially to invite your attention, and urge a change in our laws upon that subject, and that is the establishment of a free school system, whereby every child in the Territory of school age shall be entitled, without payment of tuition fee, to all the privileges of the district schools.

So far as I have been able to learn, there is not a State or Territory in the Union, except only Utah, but what has introduced such a system of education. I think it is not only a matter of regret and humiliation, but a just reproach, that this Territory, with its large wealth and population, should be behind Territories like Idaho, Wyoming, and Arizona in this matter of public free school education. Surely there is no reason, if we really prize the benefits of education, why we should not have such a system in successful practice, and it seems to me that no time should be lost in now supplying that which should long ago have been provided.

To discuss the advantages resulting from education being provided for all the children of the Territory, would be advocating what I apprehend every individual will declare he thoroughly approves. This is a proposition upon which controversy has ended. The principle of taxation for the benefit of a general system of schools has already been accepted in this Territory and adopted to a limited extent ten years ago; and now it seems to me that the only thing to do consistently with the avowal of the desire for universal education, and with the acceptance of the proposition that it is the duty of the State to lend its aid to that end, that the means adopted should be carried out to its legitimate results, in providing, by taxation, adequate means to provide a system of free schools. I recommend that in addition to the 3 mill tax now imposed upon all property in the Territory, and required by law to be applied toward the payment of teachers in the district schools, that the county taxing authorities be required annually to levy such a tax upon all the property within their counties, respectively, as will be adequate, in connection with the Territorial fund already provided, to supply teachers for all the schools in the county, and that such tax be collected as other county taxes. I would further recommend, as a means of securing schools in each of the districts for a reasonable length of time each year, that you provide that a failure to so maintain schools for the period fixed by law shall forfeit in any district both the Territorial and county apportionment for the succeeding year.

This is a condition found in almost all the school laws, so far as I have been able to ascertain, and has proved to be a great incentive to keeping open good schools.

On entering upon the duties of superintendent I found there was no provision whatever for an office, or office expenses; that there was no furniture of any sort, or blanks or stationery required by law to be supplied to the counties and school districts; nor was there any appropriation or provision (in consequence of the failure of the appropriation bill at the last session of the legislature) to provide for printing,

traveling expenses, or compensation of the superintendent; and this condition has continued during the last two years.

To supply the schools and county superintendents throughout the Territory with the necessary blanks and stationery I found it necessary to have a supply printed at my personal expense. I also found that trustees were very generally without means of informing themselves as to the provisions of the school law, even concerning their own official duties. The statutory provisions relative to schools were scattered through the session laws of four or five different sessions, several of which it was almost impossible to obtain. Under these circumstances, I compiled and had printed 300 copies of the school law, and divided them among the county superintendents for distribution by them to the districts. This, however, has only partially supplied the want within the Territory, and I have been wholly unable to exchange school laws with the superintendents and school officers of the States and other Territories, or to supply requests from such sources to furnish a copy of our laws.

Modern educational theories make it the duty of the state to provide education for every child in the commonwealth, and accordingly we have come to conclude that every child has a right to education, not at its parents' cost, but at the public and general expense; that education shall be universal, and that the right thereto is something sacred, like the right to live or the right to be free; that it is common to all, and as inherent in the unfortunate waif as the children of those in the most affluent circumstances.

The education of the children thus being accepted as a duty resting upon the state, it is not dependent upon the wealth or condition of the parents, and it is not to be doled out sparingly as a charity to the poor and unfortunate, but, regardless of circumstances or condition, it is to be extended alike to all.

This is now the position assumed by all the States of the Union, and, as I have before said, so far as I have been able to ascertain, all the Territories as well, excepting only our own. Even more than this has been undertaken, for one-half or more of the States have, by legislative action, assumed the position that children of indifferent or delinquent parents must attend upon the school.

In providing a tax upon all the property of the citizens to aid the schools, the people of the Territory have accepted the theory upon which the complete support of the school system by the state rests. Having accepted this doctrine, and introduced it to a limited extent, we should not hesitate to apply it to the end of securing such a system. In the adoption of this idea of public support of education, it is not improper to consider the reason upon which it rests. In other words, if the state should supply the schools, upon what grounds and what in turn ought the state to expect, and not only expect but take the necessary steps to secure, in return from this system of education? That, in assuming this duty, the state should undertake the education of the children in the common acceptance; should teach them the common branches or courses of study, thereby equipping them for an intelligent and successful pursuit of the various avocations of life; should train the brain to act for itself; should develop the intellect, and direct into proper channels the moral faculties; all this is granted. And yet if this is all that the public schools ought to do, and these benefits conferred upon the children all it expects in return, it would scarce be considered to go beyond an attempt on the part of the state to supply the place of the parents, and undertake the rearing of the children of the community. In other words, it would be the bestowal of a charity or individual advantage upon each child for its benefit only. While such are the incidental advantages of a public education, it is not, it seems to me, the basis upon which this support rests, or can indeed be justified. There is another duty which the public schools should undertake, and it is one of their primary purposes. The idea of bestowing a charity is really eliminated from this public educational problem. To the inquiry, what is the ground upon which the taxable property of the state is to bear the expense of a public education? the answer must be, it is the safety of the state itself; the securing of the stability of that force which protects property, preserves liberty, and promotes the happiness of the entire people. This, then, being the foundation upon which the system rests, the education which the state furnishes must be such as will insure this end. It must train the individual intellectually, morally, physically, industrially, and patriotically. It will not do to train one faculty alone, or cram the memory only; it should shape character as well. It must be in a practical and effectual rather than a visionary and theoretical way, and thus promote the development of an intelligent and honorable manhood and womanhood which will insure good citizenship.

In what good citizenship consists will be found little difference of opinion when we stop with the general definition. Yet there are certain conditions existing here and tendencies at work in most of the district schools that are quite inconsistent with that definition of good citizenship which not only inculcates and exacts obedience and respect for all valid laws, but with readiness accepts and supports those declared to be so by the tribunals provided under our form of government to determine that question.

While I have not discovered during the last two years any affirmative teaching of

dogmas or tenets inconsistent with a compliance with the broadest exactions of good citizenship, I have observed many evidences of a condition that indicates a deference and respectful silence toward those violations of law that are so frequent in this Territory, and countenanced as rightful by perhaps the largest portion of the population. The defect that I find in this connection in the schools is one of omission rather than commission. There is in the public schools generally a want of the exertion of those influences and tendencies calculated to impress the pupils with the idea that good citizenship involves an unqualified support and respect for the penal laws against polygamy as well as against larceny and other crimes.

Perhaps the tendencies to which I refer can not be better described or defined than by the statement made to me within the last few months by the president of the University of Deseret, that if, in the course of instruction imparted in that institution generally, or to the classes in civil government (where perhaps it would be most naturally presented), it should be inculcated that good citizenship exacted obedience to those laws enacted by Congress against the polygamous condition and kindred vices of Utah, it would break up the school.

Accepting the theory on which public aid to schools is rendered, viz, the reciprocal advantage to the state in the support and strengthening of its institutions, and thus justifying the imposition of the burdens of taxation upon the people for this end, and it be at the same time a fact that if the schools dare undertake to discharge the obligation on their part it would result in their destruction, it forces strongly upon the mind the inquiry, why are we submitting to taxation to support schools that are dominated by such influences without bending all our energies to correct the evil?

In view of the fact that it has recently been declared in a very solemn form, by delegates assembled representing the majority party in Utah, that the "institution of polygamy is incompatible with a republican form of government," and proposing to prohibit it by constitutional provision of the State sought to be erected out of the Territory, it would seem but reasonable to expect from this legislature, representing as it does the same party, that it will do whatever may be done in the way of legislation to secure all the influences of the public schools to be exerted to discourage a condition so declared to be opposed to a republican government.

From this cursory review of the condition of schools in the Territory, it becomes apparent that much is needed in various ways to secure such a system of public education as will command the respect, confidence, friendship, and support of the community. And yet that we should have such a system, if it is possible to obtain it, must be admitted to be a just expectation on the part of the whole people who are called upon to contribute to its support.

It is true that a public-school system can not be created in a day or year, or by ample declarations of the legislative will; it must have time to grow and mature, but the time necessary for its development must be diligently improved by supplying such legislative aid in the way of providing sufficient means for its support; such an adequate system of supervision as will procure efficient and competent teachers; impose such conditions upon localities as will secure adequate buildings and facilities for the accommodation of the children; and seek to introduce such tendencies and influences into the schools as will bring about those results that are contemplated in the scheme of state education.

A noticeable feature in Salt Lake City and other large towns in the Territory is the private or denominational schools. That these schools are, in the abstract, accomplishing a worthy object in affording educational opportunities to a large number of children may be granted; that many of these schools are superior to our public schools is probably true; that the attendance upon them is increasing year by year, and their success becoming more apparent and widely known, and thus securing to them a constantly increasing number of friends and patrons, is also true. While from a casual view it may appear that no disadvantage to the district schools is likely to result from their establishment and successful progress, yet it seems to me that in this very condition is found an element that must operate to the detriment of the public schools, tend to hinder their advancement and lessen their influence. It has been suggested to me, in discussing this question, by a very intelligent member of the legislature, that no detriment could certainly result to the public schools if all the patrons of the private schools were required, as they are, to be taxed for the support of the former. And this view is not only plausible but probably correct, if we view it in its present aspect, without reference to consequences somewhat remote. But I submit that government is not adequately discharging its functions in laying taxes upon the whole community for a particular object, and not in turn supplying the equivalent by providing that for which the tax is levied in such quantity and with such merit as commends it to those who bear the burden. In other words, taxation and benefits with reference to public schools should go hand in hand, no less than with reference to any other purpose of taxation; and indeed it may well be claimed that no other purpose for which taxes are laid should be so dear and so universally commended as that which provides a system of public education.

If the public schools are not made worthy of the support of the public without distinction of party, it may be naturally expected that the influence, whatever it may be, of those not patronizing them will be exerted against their maintenance at the public expense.

To make a school system successful, it should have the united support of the entire community. There can be no question but what the public is able to supply schools equal at least, if not superior, to any supported by private methods or individual effort; and when such schools are supplied I think we may confidently expect that they will be supported and patronized by almost the entire people, excepting, perhaps, only a very few who would still prefer to have their children educated in some denominational school because of the desire to have inculcated a course of religious training and instruction.

In connection with this report I submit for your consideration the draught of a bill for a school law providing for various amendments to our present system, and supplying some of the important defects and omissions (as I deem them) of our school laws. It follows very closely the law now in force in Arizona Territory, and its adoption would, in my opinion, prove a great advance beyond the present condition of our Territory. I also submit for your convenience some copies of the compilation of the present school laws which I caused to be printed.

NORMAL DEPARTMENT OF THE UNIVERSITY OF DESERET

The only duty which I am required by law to perform in connection with this institution is the appointment of forty students in the normal department, selected from persons nominated by the boards of examination of the respective counties.

These are taught free of tuition, and are also supplied with books and apparatus at the public expense, and to this end the legislature has made an annual appropriation to the institution of \$5,000.

I appointed the full number provided to be so instructed during last year, and I am informed that this department has been substantially full thus far. I think that the result of this appropriation and the establishment of the normal department in the university has proved to be of great value to the schools of the Territory, as it has supplied from year to year a better class of teachers. The course of study adopted by the faculty in the normal department is being from time to time elevated and improved. I think the results amply justify the appropriation annually made.

P. L. WILLIAMS,
Commissioner of Schools.

SALT LAKE CITY, *January 23, 1888.*

SALT LAKE CITY, *November 5, 1887.*

DEAR SIR: The following is a statement of the net amount of school tax arising from 3 mills on the dollar on property assessed in the several counties of the Territory for the year 1887:

Counties.	Amount.	Counties.	Amount.
Beaver.....	\$1, 999. 39	Salt Lake	\$40, 690. 65
Box Elder	6, 945. 28	San Juan	914. 28
Cache.....	6, 260. 99	San Pete.....	3, 971. 22
Davis.....	3, 293. 43	Sevier	1, 748. 25
Emery	3, 007. 43	Summit.....	5, 364. 12
Garfield	722. 49	Tooele.....	3, 407. 35
Iron.....	1, 295. 02	Uintah.....	668. 42
Juab.....	2, 778. 74	Utah.....	10, 011. 23
Kane.....	832. 92	Wasatch.....	1, 136. 62
Millard	*2, 603. 59	Washington	2, 215. 33
Morgan.....	1, 247. 95	Weber.....	10, 587. 41
Pi Ute.....	*659. 67		
Rich.....	1, 092. 37	Total.....	113, 454. 15

* These figures are taken from last year's reports, the clerks of those counties not having yet reported the tax for this year.

Deducting 5 per cent. for remittances and losses from various causes, will leave to be apportioned for said year \$107,781.45, but as the school fund is now overdrawn in a considerable amount, I would respectfully suggest that you make your apportionment on a basis of not to exceed \$100,000.

Respectfully,

NEPHI W. CLAYTON,
Auditor of Public Accounts for the Territory of Utah.

Hon. P. L. WILLIAMS,
Territorial Commissioner of District Schools.

Allotments of the Territorial school revenue to the counties of Utah Territory for the years 1886 and 1887.

[Derived from a tax of 3 mills on the dollar on property in Utah Territory in 1886 and 1887.]

Counties.	Amount allotted in 1886.	Amount allotted in 1887.	Counties.	Amount allotted in 1886.	Amount allotted in 1887.
Beaver	\$2,088	\$1,896	Salt Lake	\$23,084	\$22,866
Box Elder	4,392	4,330	San Juan	154	158
Cache	9,452	9,882	San Pete	9,172	9,042
Davis	4,464	4,096	Sevier	3,622	3,796
Emery	2,228	2,322	Summit	4,186	4,098
Garfield	1,228	1,404	Tooele	2,514	2,508
Iron	1,714	1,682	Uintah	1,128	1,140
Jaub	1,990	1,958	Utah	13,776	14,146
Kane	1,046	960	Wasatch	2,204	2,290
Millard	2,400	2,542	Washington	3,018	2,794
Morgan	1,190	1,144	Weber	8,954	8,658
Pi Ute	1,354	1,594			
Rich	810	882	Total	106,168	106,188

Territorial school revenue paid and received by each county in Utah Territory in 1887, under the Territorial school tax of 3 mills on the dollar.

Counties.	Amount paid.	Amount received.	Counties.	Amount paid.	Amount received.
Beaver	\$1,999.39	\$1,896	Salt Lake	\$40,690.65	\$22,866
Box Elder	6,945.28	4,330	San Juan	914.28	158
Cache	6,260.99	9,882	San Pete	3,971.22	9,042
Davis	3,293.43	4,096	Sevier	1,748.25	3,796
Emery	3,007.43	2,322	Summit	5,364.12	4,098
Garfield	722.49	1,404	Tooele	3,407.35	2,508
Iron	1,295.02	1,682	Uintah	668.42	1,140
Jaub	2,778.74	1,958	Utah	10,011.23	14,146
Kane	832.92	960	Wasatch	1,136.62	2,290
Millard	2,603.59	2,542	Washington	2,215.33	2,794
Morgan	1,247.95	1,144	Weber	10,587.41	8,658
Pi Ute	659.67	1,594			
Rich	1,092.37	882	Total	113,454.15	106,188

Territorial and county school officials of Utah Territory

Name.	County.	Post-office address.
<i>Commissioner :</i>		
P. L. Williams		Salt Lake City.
<i>County officials (superintendents):</i>		
F. R. Clayton	Beaver	Beaver.
Clark Hubbard	Box Elder	Willard.
W. H. Apperley	Cache	Logan.
H. L. Steed	Davis	Farmington.
E. H. Cox	Emery	Huntington.
George Dodds	Garfield	Panduitch.
Morgan Richards, jr.	Iron	Parowan.
Isaac H. Grace	Juab	Nephi.
G. D. McDonald	Kane	Kanab.
T. C. Callister	Millard	Fillmore.
C. A. Welch	Morgan	Morgan.
Peter E. Olsen	Pi Ute	Koosharem.
William Rex	Rich	Randolph.
William M. Stewart	Salt Lake	Salt Lake.
J. F. Barton	San Juan	Bluff City.
W. K. Reid	San Pete	Manti.
R. W. Rasmussen	Sevier	Richfield.
Forest E. Merrill	Summit	Park City.
J. R. Clark	Tooele	Grantsville.
John Glenn	Uintah	Ashley.
Milton H. Hardy	Utah	Provo.
Attewall Wootton	Wasatch	Midway.
J. T. Woodbury	Washington	Saint George.
Edward H. Anderson	Weber	Ogden.

JANUARY 9, 1888.

Annual report of school population of Utah Territory for the school year beginning July 1, 1887.

[Children between six and eighteen years.]

Counties.	Non-Mormon.		Total.	Mormon.		Total.	Grand total.	Increase for 1887.	Decrease for 1887.
	Boys.	Girls.		Boys.	Girls.				
Beaver	91	104	195	381	372	753	948		
Box Elder	111	118	229	978	958	1,936	2,165	100	131
Cache				2,446	2,495	4,941	4,941	181	108
Davis	90	78	168	1,014	866	1,880	2,048	91	238
Emery	49	48	97	548	516	1,064	1,161	98	51
Garfield				357	345	702	702		
Iron	12	24	36	409	396	805	841		
Juab	33	34	67	474	438	912	979	31	46
Kane				255	225	480	480	26	69
Millard	77	76	153	547	571	1,118	1,271	88	45
Morgan	40	27	67	286	219	505	572		
Pi Ute	50	38	88	348	361	709	797	119	29
Rich	6	15	21	236	184	420	441	41	5
Salt Lake	1,278	1,182	2,460	4,527	4,446	8,973	11,433	552	606
San Juan				43	36	79	79		23
San Pete	140	136	276	2,172	2,073	4,245	4,521	183	248
Sevier	109	96	205	867	826	1,693	1,898	120	41
Summit	416	340	756	682	611	1,293	2,049	56	55
Tooele	119	118	237	540	477	1,017	1,254	64	67
Uintah	45	59	104	238	228	466	570	49	67
Utah	315	316	631	3,198	3,249	6,442	7,073	244	59
Wasatch	60	68	128	519	498	1,017	1,145	75	32
Washington	71	56	127	647	623	1,270	1,397	22	134
Weber	424	400	824	1,843	1,662	3,505	4,329	78	226
Total	3,536	3,333	6,868	23,552	22,675	46,225	53,094	2,218	2,208

Commissioner's financial report of Utah Territory for the school years ending June 30, 1886 and 1887.

RECEIPTS.

Counties.	Years.	Balance on hand last report.	District taxes.	Territorial school tax.	County school fund, sale of estrays, etc.	Tuition fees.	Donations.	Rents.	Total.
Beaver	1886	\$320.66	\$24.73	\$1,966.00	\$4.50	\$1,429.41	\$8.56		\$3,753.86
	*1887	278.78	113.32	1,910.00		1,148.35	24.00	\$2.50	3,476.85
Box Elder	1886	1,857.52	4,613.83	4,289.50	5.15	1,727.54	224.90	154.70	12,873.14
	1887	2,522.82	10,030.39	4,392.00		1,940.40	1,867.00	173.59	20,926.20
Cache	1886	3,926.02	1,528.84	9,320.00	188.50	6,002.31	984.90	62.10	22,612.67
	*1887	3,760.19	1,737.14	9,452.00	216.50	6,322.43	16.30	93.67	21,598.23
Davis	1886	2,502.85	2,024.97	4,074.00	58.75	1,712.78	10.00	42.20	10,425.55
	*1887	2,667.23	2,913.73	3,061.85	50.00	1,671.19	225.51	69.90	10,659.41
Emery †	1886	605.66	779.42	1,689.25		615.57	141.73		3,831.63
	*1887	647.12	1,214.12	2,207.02		968.60	301.00	9.25	5,388.66
Garfield	†1886								
	*1887	632.08	316.96	1,123.00	5.00	85.00	8.00		2,170.04
Iron	1886	2,232.71		1,648.00	252.87	1,373.96		78.08	5,585.62
	1887	2,654.67	175.55	1,714.00		1,202.35	45.30	17.09	5,808.96
Juab	1886	2,107.72	1,073.15	1,855.50	29.63	1,307.55		18.62	6,452.17
	*1887	2,467.94	1,420.81	1,990.00		1,220.66	11.00		7,116.41
Kane	†1886								
	1887	516.90	328.10	1,047.00	1.70	1,086.81		15.25	2,995.76
Millard	1886	1,365.35	302.10	2,400.00	120.76	1,495.52		72.04	5,755.77
	1887	1,012.30	1,264.52	2,400.00	409.39	1,235.11	61.95	88.35	6,471.62
Morgan	1886	578.01	1,934.00	1,128.00	28.00	329.87		122.41	4,120.29
	*1887	403.48	1,607.69	1,066.00		183.50		92.20	3,412.87
Piute	†1886								
	1887	372.38	60.00	1,156.00		836.25	72.95		2,497.58
Rich	1886	610.69		817.50	34.91	406.00	9.75		1,878.85
	1887	704.95	342.50	762.00	9.15	214.75	228.70		2,262.05
Salt Lake	1886	8,738.06	6,645.08	21,927.50	327.35	12,071.27	478.02	551.45	50,738.73
	1887	7,609.87	15,370.58	23,084.00	650.00	15,440.16	212.65	748.60	63,115.86
San Juan	†1886								
	1887	124.20		104.00		104.70			332.90
San Pete	†1886								
	*1887	7,862.56	2,797.95	9,397.00		3,652.11	134.43	93.50	23,937.55
Sevier	*1886	1,375.90	401.57	2,897.70	7.90	2,084.31	38.75	112.15	6,918.28
	*1887	1,000.12	1,935.16	3,328.00		1,624.44	64.85	6.00	8,024.57
Summit	†1886								
	*1887	1,672.71	4,309.95	5,263.50		1,855.96	75.06	186.92	13,364.10
Tooele	1886	629.03	1,014.75	2,315.00		1,420.54	63.41 ¹ / ₂	598.54	6,037.27 ¹ / ₂
	*1887	926.01 ³ / ₄	1,723.57	2,388.00	39.75	1,521.17	100.75	434.52	7,134.07 ³ / ₄
Uintah	*1887	342.40	144.17	1,128.00		301.07	349.30	5.25	2,170.24
	†1886								
Utah	†1886								
	1887	7,519.19	11,268.24	13,776.00	230.35	8,247.36	128.15	334.65	41,503.94
Wasatch	1886	740.42	368.75	2,092.00	29.75	1,440.00	6.20	539.00	5,226.12
	1887	474.30	972.60	2,204.00	56.30	1,424.25	20.00	6.40	5,157.85
Washington	1886	1,554.08	357.79	2,900.00		3,130.90	46.95	213.20	8,202.92
	1887	1,747.20	135.56	3,018.00		3,392.40	138.40	118.92	8,550.48
Weber	1886	4,180.60	10,029.37	8,654.00	383.95	4,527.87	442.40	237.35	28,455.54
	1887	4,067.55	10,129.41	8,954.00	82.50	5,643.91	69.07	375.15	29,321.59
Total	1886	33,385.28	31,098.35	69,973.95	1,472.02	41,675.40	2,455.57 ¹ / ₂	2,801.84	182,858.41 ¹ / ₂
	1887	52,052.95 ³ / ₄	70,377.92	104,925.37	1,750.64	61,322.39	4,195.92	2,871.71	297,397.79 ³ / ₄

* Error in county superintendent's report.

† Borrowed money, \$41.55.

‡ No report.

Commissioner's financial report of Utah Territory, etc.—Continued.

DISBURSEMENTS.

Counties	Years.	Payment of teachers.		Buildings.	Furnishings, desks, seats, clocks, etc.	Apparatus, globes, maps, charts, etc.	Repairs.	Improvements.
		Male.	Female.					
Beaver	1886	\$1,752.00	\$963.85	\$12.68	\$44.65	\$11.00	\$76.91	\$10.00
	*1887	1,459.00	716.00	90.00	107.23	119.07	14.65	80.32
Box Elder	1886	4,182.07	2,576.45	1,103.32	236.00	118.00	383.35	282.92
	1887	6,581.93	1,347.95	6,756.71	352.51	248.33	520.77	431.73
Cache	1886	8,963.45	4,709.47	.....	973.44	1,004.27	460.40	153.18
	*1887	9,485.33	3,628.30	141.25	438.25	343.50	376.06	58.65
Davis	1886	3,740.75	1,831.80	585.20	151.07	95.55	245.90	69.85
	*1887	3,053.51	2,760.27	.....	172.80	119.05	290.75	58.52
Emery	1886	1,666.77	441.40	821.69	9.00	92.57	20.58	.....
	*1887	1,727.05	764.95	739.25	71.70	.....	39.00	.....
Garfield	†1886	.....	.....	.....	.....	.....	.....	.....
	*1887	1,014.50	191.00	21.43	44.00	51.24	50.75	.....
Iron	1886	1,510.40	911.20	33.16	.25	8.00	60.03	.....
	1887	1,706.20	950.03	.....	35.42	.....	23.96	124.00
Juab	1886	2,615.00	480.50	.....	153.57	23.90	135.95	.....
	*1887	2,458.66	678.50	.....	338.71	45.00	122.00	702.46
Kane	†1886	.....	.....	.....	.....	.....	.....	.....
	1887	1,427.75	630.40	15.06	26.48	34.60	82.33	123.11
Millard	1886	2,373.91	1,359.20	58.48	138.15	13.75	203.48	46.86
	1887	1,431.34	1,818.15	980.25	126.73	57.90	192.28	408.25
Morgan	1886	1,284.28	718.70	43.29	341.41	28.50	110.68	335.13
	*1887	1,446.40	393.00	8.40	238.48	.....	71.70	122.29
Piute	†1886	.....	.....	.....	.....	.....	.....	.....
	1887	1,057.50	779.39	6.00	76.10	59.25	63.84	.....
Rich	1886	974.20	107.00	.....	.....	8.35	49.25	38.55
	1887	558.15	551.55	.....	157.40	3.00	26.54	.....
Salt Lake	1886	22,849.15	8,100.37	1,691.46	1,671.89	468.20	1,043.23	1,264.27
	1887	24,699.03	9,749.65	4,254.82	1,214.65	520.02	1,391.51	2,060.86
San Juan	†1886	.....	.....	.....	.....	.....	.....	.....
	1887	220.00	75.00	.....	9.80	.....	.....	.....
San Pete	†1886	.....	.....	.....	.....	.....	.....	.....
	*1887	10,544.44	2,555.35	229.15	646.46	109.23	289.06	502.67
Sevier	*1886	2,537.55	1,984.47	114.00	88.46	20.90	130.15	61.16
	*1887	2,243.25	2,140.42	1,017.28	144.40	28.95	235.95	164.21
Summit	†1886	.....	.....	.....	.....	.....	.....	.....
	*1887	4,205.83	2,889.29	2,576.98	310.25	72.20	139.13	39.00
Tooele	1886	2,266.40	1,297.20	29.70	461.35	182.57½	142.41½	40.45
	*1887	2,797.15	1,284.50	163.11½	1,095.57	122.64	141.92½	.....
Uintah	*1887	977.74	473.77	318.35	41.00	11.00	10.70	.....
Utah	†1886	.....	.....	.....	.....	.....	.....	.....
	1887	14,837.62	7,417.83	7,158.77	1,441.96	351.25	541.66	269.45
Wasatch	1886	2,917.50	664.75	24.00	93.40	26.50	46.55	234.37
	1887	2,864.50	571.10	.....	10.45	.....	31.75	.....
Washington	1886	2,707.03	2,872.35	236.05	17.75	19.00	91.65	.....
	1887	2,919.53	3,091.15	.....	37.00	33.40	80.32	10.00
Weber	1886	7,822.55	6,421.65	2,674.09	1,290.39	401.73	963.12	782.78
	1887	9,605.49	6,167.16	460.10	566.34	337.40	1,021.25	1,499.91
Total	1886	70,163.01	35,500.36	7,429.12	5,670.78	2,522.79½	4,163.64½	3,319.52
	1887	109,931.90	51,660.73	24,934.91½	7,703.69	2,667.03	5,769.88½	6,661.43

* Error in county superintendent's report.

† No report.

Commissioner's financial report of Utah Territory, etc.—Continued.

DISBURSEMENTS—Continued.

Counties.	Years.	Current expenses of running schools exclusive of teachers' salaries.	Compensation to trustees.	Payment of officers appointed by trustees.	Printing, advertising, etc.	Discount and loss.	Amount on hand.	Total.
Beaver	1886	\$110.64	\$126.90	\$148.02	.....	\$79.78	\$417.83	\$3,753.86
	*1887	34.50	143.45	85.00	\$79.87	179.30	420.33	3,476.85
Box Elder	1886	686.07	262.16	415.25	5.30	100.43	2,522.82	12,873.14
	1887	1,063.09	205.00	505.31	30.45	184.70	2,699.72	20,926.20
Cache	1886	1,205.17	714.80	398.65	25.25	244.40	3,760.19	22,612.67
	*1887	1,765.31	537.50	458.30	74.35	249.20	3,976.43	21,598.23
Davis	1886	679.78	187.00	119.80	26.65	12.38	2,679.82	10,425.55
	*1887	997.03	200.00	192.60	15.50	46.22	2,377.36	10,059.41
Emery	1886	219.10	98.01	27.50	7.01	5.00	403.10	3,831.63
	*1887	201.88	110.85	64.18	.....	5.00	1,661.50	5,388.36
Garfield	†1886	.....	.....	.....	.....	.....	.....	.....
	*1887	60.68	41.25	34.70	.....	5.25	632.74	2,153.54
Iron	1886	131.06	54.00	88.99	.....	134.76	2,654.67	5,585.02
	1887	173.57	69.50	150.03	6.25	121.35	2,442.63	5,808.96
Juab	1886	411.84	167.58	128.27	.....	1.17	2,334.39	6,452.17
	*1887	458.20	101.14	172.42	24.75	3.08	2,010.79	7,116.41
Kane	†1886	.....	.....	.....	.....	.....	.....	.....
	1887	45.25	112.12	46.48	.....	.....	452.18	2,995.76
Millard	1886	176.40	204.00	107.08	11.70	50.46	1,012.30	5,755.77
	1887	318.96	204.00	58.59	11.21	37.77	826.19	6,471.62
Morgan	1886	397.43	133.50	115.53	.....	17.29	594.55	4,120.29
	*1887	348.10	118.40	70.00	.....	3.80	586.39	3,412.87
Piute	†1886	.....	.....	.....	.....	.....	.....	.....
	1887	8.80	.....	10.00	.....	.....	416.70	2,497.58
Rich	1886	56.81	20.00	.....	2.00	2.15	621.30	1,878.85
	1887	89.01	36.00	51.75	.75	.....	787.90	2,262.05
Salt Lake	1886	3,487.02	572.95	1,021.45	155.80	660.31	7,692.63	50,738.73
	1887	3,732.17	653.65	802.20	252.95	144.72	13,105.90	63,115.86
San Juan	†1886	.....	.....	.....	.....	.....	.....	.....
	1887	.....	.....	.....	.....	.....	28.10	332.90
San Pete	†1886	.....	.....	.....	.....	.....	.....	.....
	*1887	813.58	504.38	262.00	26.80	173.18	7,281.20	23,937.50
Sevier	*1886	220.42½	171.00	97.10	15.00	121.53	1,356.08½	6,917.83
	*1887	295.40	204.50	51.75	19.75	100.32	1,365.09	8,024.57
Summit	†1886	.....	.....	.....	.....	.....	.....	.....
	*1887	731.43	221.00	112.52	32.50	87.89	1,931.99	13,408.77
Tooele	1886	244.87	189.60	189.91	25.20	166.66	800.31¾	6,037.27½
	*1887	688.41	221.15	101.06	5.00	32.49	488.06¾	7,134.07¾
Uintah	*1887	62.75	.....	25.30	.....	.07	250.55	2,170.24
Utah	†1886	.....	.....	.....	.....	.....	.....	.....
	1886	.....	.....	.....	.....	.....	.....	.....
	1887	2,048.73	995.20	1,183.20	155.43	106.84	4,996.00	41,503.94
Wasatch	1886	354.86	95.00	67.80	2.70	214.39	474.30	5,210.12
	1887	378.40	91.57	87.85	.....	546.00	576.23	5,157.85
Washington	1886	250.89	128.00	51.36	3.50	78.14	1,747.20	8,202.92
	1887	220.62	128.00	64.50	3.65	37.93	1,924.38	8,550.48
Weber	1886	1,621.23	1,040.95	840.97	109.35	419.19	4,067.55	28,455.54
	1887	1,611.14	977.27	1,523.26	165.95	188.82	5,198.50	29,321.59
Total	1886	10,253.59½	4,165.45	3,816.68	389.46	2,308.04	33,139.05½	182,857.96½
	1887	16,153.07	5,875.93	6,119.00	905.16	2,252.83	56,439.86¾	297,425.61¾

* Error in county superintendent's report.

† No report.

Commissioner's annual statistical report for Utah Territory for the school years ending June 30, 1886 and 1887.

Counties.	Years.	No. of districts in Territory.	No. of districts reported.	Number of schools.				Number of teachers.		Number of assistant teachers.		Children between six and eighteen.	
				Primary.	Intermediate.	Mixed.	Total.	Males.	Females.	Males.	Females.	Boys.	Girls.
Beaver	1886	6	6	3	1	5	9	4	4	2	1	479	494
	1887	6	6	3	2	1	6	4	4			472	470
Box Elder	1886	22	20	10	6	18	34	16	23		3	1,086	989
	1887	22	20	8	5	21	34	20	20		2	1,135	1,001
Cache	1886	17	17	12	13	16	41	22	18			2,351	2,309
	1887	17	17	13	10	16	39	27	13			2,374	2,352
Davis	1886	17	16	8	4	15	27	17	12		2	1,065	972
	1887	11	11	7	14	14	25	13	15		2	1,175	1,021
Emery	1886	12	11	12	2	5	19	13	7			475	450
	1887	12	11	9		9	18	10	13			563	551
Garfield	*1886												
	1887	7	6	5	1	7	13	9	5	1	1	357	345
Iron	1886	7	6	4	1	7	12	5	7		3	410	414
	1887	6	6	4	1	6	11	4	6		4	411	416
Juab	1886	6	4	1	2	4	7	6	3		1	513	482
	1887	4	4			8	8	6	2		1	507	469
Kane	*1886												
	1887	7	6	2	1	4	7	5	10			255	225
Millard	1886	10	10	3	2	9	14	4	7		3	626	602
	*1887												
Morgan	1886	11	10	1		12	13	8	9		2	316	279
	1887	11	9			11	11	7	5	1		323	265
Piute	*1886												
	1887	10	14	9		7	16	7	9			360	311
Rich	1886	5	5	1	1	4	6	2	1		1	219	186
	1887	5	5	1	3	2	6	3	4			238	200
Salt Lake	1886	64	62	2		49	51	43	22		16	5,576	5,445
	1887	64	62			50	50	47	28		11	5,586	5,566
San Juan	*1886												
	†1887	1	1	2			2	1	1			41	36
San Pete	*1886												
	1887	18	18	14	7	20	41	34	12		6	2,308	2,278
Sevier	1886	14	13	4		12	16	8	8	1	12	927	883
	1887	14	14	2	1	13	16	8	11		5	970	903
Summit	*1886												
	1887	17	18	4	2	13	19	13	9	1	2	814	747
Tooele	1886	11	10	1	1	11	13	5	10		3	682	575
	1887	11	10			12	12	7	9		2	659	592
Uintah	*1886												
	1887	10	7	2		5	7	8	8	1	2	290	274
Utah	*1886												
	1887	19	19	19	17	30	50	29	30	7	4	3,434	3,454
Wasatch	1886	7	7	2	2	7	11	10	4			538	508
	1887	7	7	2	2	8	12	9	5			565	552
Washington	1886	20	18	10		12	22	10	18		1	754	696
	1887	20	20	8	1	15	24	10	15			785	724
Weber	1886	20	20	5	5	24	34	21	22	1	7	2,210	2,117
	1887	20	20	4	5	25	34	22	24	1	6	2,328	2,149
Total	1886	249	235	79	40	210	329	194	173	4	45	18,237	17,407
	1887	328	311	118	62	287	407	303	258	12	48	25,950	24,967

* No report

† Partially reported.

Commissioner's annual statistical report for Utah Territory, etc.—Continued.

Counties.	Years.	Total between six and eighteen years.	No. of boys enrolled.	No. of girls enrolled.	Total enrolled.	Per cent. enrolled.	Average daily attendance.	Per cent. actually attending school.
Beaver.....	1886	983	311	292	603	59	509	50
	1887	948						
Box Elder.....	1886	2,075	818	725	1,543	73	1,057	50
	1887	2,196	804	743	1,547	70	1,140	49
Cache.....	1886	4,660	1,474	1,358	2,832	62	1,991	42
	1887	4,726	2,395	1,295	3,690	54	1,890	38
Davis.....	1886	2,037	769	666	1,435	71	404	46
	1887	2,196	751	599	1,350	61	391	38
Emery.....	1886	931	370	322	692	71	403	50
	1887	1,114	394	350	744	64	495	46½
Garfield.....	*1886							
	1887	702	261	274	535	69	454	60
Iron.....	1886	824	326	335	661	87	271	75
	1887	827	305	297	602	85	506	77½
Juab.....	1886	995	395	271	666	73	349	73
	1887	966	329	290	619	62	396	34½
Kane.....	*1886							
	1887	480	214	185	399	77½	301	77½
Millard.....	1886	1,228	337	352	689	65	406	45
	*1887							
Morgan.....	1886	595	265	195	460	81	370	69
	1887	588	234	180	414	80	315	60
Piute.....	*1886							
	1887	671	273	338	511	75	390	59
Rich.....	1886	405	134	93	227	65	187	68
	1887	438	165	132	297	75	38	60
Salt Lake.....	1886	11,021	2,729	2,292	5,021	46	2,825	26
	1887	11,152	2,836	2,502	5,338	48	3,025	27½
San Juan.....	*1886							
	1887	77	35	30	65	58½	51	58½
San Pete.....	*1886							
	1887	4,586	1,684	1,528	3,212	67½	2,294	64
Sevier.....	1886	1,810	573	542	1,115	67	657	44
	1887	1,873	693	594	1,267	60	615	48½
Summit.....	*1886							
	1887	1,561	496	443	939	65	581	42
Tooele.....	1886	1,257	419	311	730	59	435	35
	1887	1,251	436	345	781	59	526	59
Uintah.....	*1886							
	1887	564	215	215	430	73	305	61
Utah.....	*1886							
	1887	6,888	2,483	2,335	4,818	56½	2,547	48
Wasatch.....	1886	1,046	341	336	677	65	403	38
	1887	1,117	323	326	649	58	367	32
Washington.....	1886	1,450	531	485	1,016	76	744	56
	1887	1,509	525	525	1,050	69	801	53
Weber.....	1886	4,327	1,733	1,546	3,279	75	1,721	40
	1887	4,477	1,820	1,479	3,299	74	1,684	39
Total.....	1886	35,644	11,525	10,121	21,646	68	12,742	50
	1887	50,897	17,651	14,905	32,556	63	19,112	49

* No report.

Commissioner's annual statistical report for Utah Territory, etc.—Continued.

Counties.	Years.	Average number of terms schools have been taught.	Average number of days schools have been taught during the year.	Number attending under six.			Number attending over eighteen.			Average monthly pay of teachers.	
				Boys.	Girls.	Total.	Boys.	Girls.	Total.	Males.	Females.
Beaver	1886	3½	166	.....	.....	.....	5	7	12	\$85.18	\$46.18
	*1887	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Box Elder	1886	2¾	139	20	11	31	23	13	36	39.15	17.85
	1887	2½	145	6	11	17	26	10	36	41.67	20.54
Cache	1886	2¼	130	6	8	14	121	78	199	54.33	35.42
	1887	2¼	140	1	2	3	101	43	144	48.62	35.03
Davis	1886	2¼	115	5	14	19	50	33	83	49.23	31.83
	1887	2¼	130	5	6	11	26	9	35	52.08	31.24
Emery	1886	2¼	140	12	15	27	10	10	20	35.04	15.50
	1887	2¼	161	4	3	7	2	2	4	40.50	18.10
Garfield	*1886	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
	1887	2¾	210	13	13	26	27	21	48	50.00	21.11
Iron	1886	2¾	116	8	7	15	15	10	25	53.04	17.40
	1887	2¾	122	7	5	12	26	11	37	55.62	16.82
Juab	1886	3¾	66	.....	.....	.....	37	5	42	50.66	30.00
	1887	3¾	166	2	4	6	25	12	37	51.66	21.41
Kane	*1886	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
	1887	2¼	138	4	2	6	14	6	20	51.86	20.31
Millard	1886	2¼	125	1	2	3	13	16	29	53.10	31.50
	*1887	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Morgan	1886	2¾	1,030	1	3	4	26	12	38	42.50	30.60
	1887	1¾	86	5	5	10	11	6	17	43.56	33.60
Piute	*1886	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
	1887	2	100	8	2	10	21	8	29	30.85	16.00
Rich	1886	2¾	139	3	6	9	14	7	21	41.25	19.66
	1887	2¾	138	4	6	10	5	2	7	40.65	30.00
Salt Lake	1886	3	134	36	41	77	138	76	214	51.04	36.52
	1887	2¾	123	40	33	73	109	58	167	62.26	32.00
San Juan	*1886	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
	1887	2	200	.....	.....	.....	5	3	8	35.00	25.00
San Pete	*1886	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
	1887	3½	143	16	13	29	69	30	99	34.72	17.95
Sevier	1886	3	156	5	7	12	39	29	68	49.64	27.50
	1887	2½	122	1	2	3	22	16	38	50.75	26.75
Summit	*1886	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
	1887	2¾	147	1	6	7	8	10	18	50.80	42.50
Tooele	1886	3	165	12	9	21	40	22	62	55.18	30.50
	1887	3	115	5	8	13	38	18	56	51.50	30.33
Uintah	*1886	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
	1887	2¾	112	3	4	7	6	.....	6	40.30	24.90
Utah	*1886	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
	1887	3½	155	19	14	33	99	44	143	55.76	36.26
Wasatch	1886	2¾	120	1	4	5	20	11	31	45.74	35.00
	1887	2¾	136	.....	.....	.....	25	17	42	43.86	25.60
Washington	1886	2¼	111	6	7	13	24	37	61	48.05	31.81
	1887	2	100	11	10	21	38	28	66	51.60	30.40
Weber	1886	3	140	59	46	105	129	63	192	52.00	31.42
	1887	3¼	154	42	35	77	91	48	139	52.45	30.70
	*										
Total	1886	2¾	131	175	180	355	704	429	1,133	50.32	29.29
	1887	2½	132	197	184	381	794	402	1,196	46.85	26.70

* No report.

Commissioner's financial report of Utah Territory.—Continued.

Counties.	Years.	Value of school property.					Territorial appropriations.
		Land.	Buildings.	Furniture.	Apparatus.	Total.	
Beaver	1886	\$1,155.00	\$7,245.00	\$995.00	\$140.00	\$9,535.00	\$2,088
	1887						1,896
Box Elder	1886	765.00	12,825.76	2,672.50	663.00	16,926.26	4,392
	1887	1,040.00	17,393.33	2,849.30	851.50	22,134.13	4,330
Cache	1886	7,161.37	33,798.00	4,158.10	885.94	46,203.41	9,452
	1887	6,830.37	33,733.00	3,820.00	1,099.84	45,529.21	9,882
Davis	1886	3,242.00	21,653.07	2,717.90	359.75	27,972.72	4,464
	1887	3,390.00	20,750.00	2,561.00	503.75	27,204.75	4,096
Emery	1886	160.00	825.00	183.00	53.00	1,221.00	2,228
	1887	183.00	1,220.00	287.45	88.00	1,778.45	2,322
Garfield	*1886						1,228
	1887	600.00	2,262.00	125.00	235.00	3,222.00	1,404
Iron	1886	490.00	5,092.17	418.24	250.50	6,250.91	1,714
	1887	490.00	5,092.17	413.00	226.75	6,221.92	1,632
Juab	1886	1,095.00	3,400.00	1,174.25	172.00	5,841.25	1,990
	1887	1,775.00	3,051.00	1,083.80	129.80	6,039.60	1,958
Kane	*1886						1,016
	1887	300.00	5,564.00	305.00	258.00	6,427.00	960
Millard	1886	730.00	12,226.75	1,645.00	151.00	14,752.75	2,400
	*1887						2,540
Morgan	1886	1,101.00	8,825.00	1,085.00	211.00	11,222.00	1,190
	1887	1,080.00	9,230.00	1,085.00	184.00	11,579.00	1,144
Piute	*1886						1,384
	1887	40.00	300.00	140.00	92.50	572.50	1,594
Rich	1886	150.00	300.00	243.60	107.50	801.10	810
	1887	120.00	350.27	290.00	110.00	870.27	882
Salt Lake	1886	21,518.75	66,668.10	8,658.90	1,585.35	98,431.10	23,084
	1887	28,113.50	72,284.42	9,700.80	2,120.80	112,219.52	22,866
San Juan	*1886						154
	†1887						158
San Pete	*1886						9,172
	1887	1,939.50	12,768.60	2,559.50	883.05	18,150.65	9,042
Sevier	1886	1,005.00	5,631.87	769.61	160.40	7,566.88	3,622
	1887	1,060.00	6,426.87	847.61	165.00	8,499.48	3,796
Summit	*1886						4,186
	1887	1,921.50	11,233.34	1,345.10	450.45	14,950.39	4,098
Tooele	1886	187.00	4,415.00	914.50	159.47	5,675.97	2,514
	1887	4,715.00	1,282.00	1,751.83	294.00	8,042.83	2,508
Uintah	*1886						1,128
	1887	175.00	950.00	94.00	7.50	1,226.50	1,140
Utah	*1886						13,776
	1887	9,505.00	68,949.17	6,919.97	1,318.25	86,692.39	14,146
Wasatch	1886	710.00	7,377.00	1,133.67	88.00	9,308.67	2,204
	1887	725.00	7,352.00	1,164.67	88.00	9,329.67	2,290
Washington	1886	1,300.00	12,461.00	1,154.10	225.00	15,140.10	3,018
	1887	1,300.00	11,946.00	1,085.00	267.00	14,598.00	2,794
Weber	1886	15,626.00	48,372.85	7,842.30	847.50	72,688.65	8,954
	1887	15,940.00	52,025.00	8,183.30	1,215.00	77,363.30	8,658
Total	1886	56,396.12	251,116.57	35,765.67	6,059.41	349,337.77	106,168
	1887	81,248.87	344,203.17	46,611.33	10,588.19	482,651.56	106,188

* No report.

† Partially reported.

AN ACT for the establishment and support of district schools, and for other purposes.

[As amended at close of the twenty-seventh session of the legislative assembly of Utah Territory.]

SEC. 1. *Be it enacted by the governor and legislative assembly of the Territory of Utah,* That the county courts shall divide their respective counties into school districts, where not already so divided, name and number the same, prescribe limits, change the boundaries thereof, and may consolidate two or more school districts into one, should the public good so require: *Provided,* That where school districts have built school-houses by a tax on the whole district, said district shall not be divided until equitable provision has been made for school-houses in the new districts to be organized. Settlers on or near county lines of two or more counties may be formed into school districts by the mutual agreement of the county courts of such counties. Every school district may, in the name of its trustees, purchase, hold, sell, and convey property for the use and benefit of such districts: *Provided,* That no school property shall be sold except by authority of a two-thirds majority vote of the resident

tax-payers of the district, present at a regular or special school meeting called for that purpose.

SEC. 2. At a school meeting to be held in each school district on the first Monday in June, in the year eighteen hundred and eighty, there shall be elected by the registered voters of the district three school trustees for each school district; one for the term of one year, one for the term of two years, and one for the term of three years. And annually thereafter, at the school meeting provided for in section 3 of this act, there shall be one school trustee elected by said registered voters in each school district, whose term of office shall be for three years, and until his successor is elected and qualified. Said trustee shall qualify by taking and subscribing an oath of office, and give bonds to the county in which they reside, in such sums and with such sureties as the probate judge of the county or a justice of the peace for the precinct may approve, conditioned for the faithful performance of the duties of their offices. Said oath of office and bonds shall be filed with the clerk of the county court.

SEC. 3. The trustees shall provide suitable school-houses and keep the same in repair, employ teachers, and furnish fuel, maps, charts, and other suitable articles for school purposes, and may at their option collect tuition fees. They shall prescribe the manner in which schools shall be conducted, and the branches to be taught, and rates of tuition therefor, and establish outhouses, play-grounds, and other appurtenances. The trustees shall keep a record of their official actions, and of proceedings in district school meetings, signed by the chairman and secretary; keep a correct account of all moneys received by them and how expended, such accounts to be reported each year to the voters of the district at an annual school meeting to be held on the second Monday in July, at which meeting the amount of compensation to be allowed to said trustees, or either of them, may be decided by a majority vote. Trustees may unite and jointly control two or more contiguous districts in the same county, or in adjoining counties, and establish union schools, to be supported out of the funds belonging to their respective districts. They may make arrangements with the trustees of adjoining districts for the attendance of such children in the schools of either district as may be best accommodated therein, and to transfer the school moneys due by apportionment to such children to the district in which they may attend school.

SEC. 4. Whenever it shall be necessary to raise funds to purchase, build, repair, or furnish school-houses, or for other school purposes, an estimate of the approximate cost thereof shall be made by the trustees, and the rate per cent. may be fixed at any sum not exceeding two per cent. per annum, as shall be decided by a majority vote of the property tax-payers resident in the district present at a meeting called for that purpose, to be assessed and collected as a special tax upon all the taxable property in the district. The trustees of any school district having a population of over twelve hundred, when authorized by a majority vote of the property tax-payers resident in the district, present at a meeting called for that purpose, may establish and maintain a graded school, or a graded department in a school in such district, in which pupils may be instructed in higher branches of education than those usually taught in common schools, and pupils over eighteen years of age may be admitted to and instructed in such school or department, on such terms as to tuition and otherwise as the trustees may prescribe. In case of a challenge of the right of any person to vote on said tax, the oath of such person as to qualification, his tax receipt for the past year, or a copy of the tax list showing that said person owns taxable property in the district, shall be received as evidence of such right to vote: *Provided*, The trustees shall have power to assess and collect annually a tax of one-fourth of one per cent. on all taxable property in the district without calling a meeting for that purpose.

SEC. 5. For the calling of a meeting for voting on the rate per cent. of tax to be assessed, and for the election of trustees, notice shall be given at least ten days before the time appointed for taking such vote, by advertising at least three times in some newspaper published in the county, having general circulation therein, or by posting up notices in three public places in the district; said advertisement or notice shall state distinctly the time, place, and object of said meeting; said notice shall be given by at least five permanent residents of the district; but if the district be organized, then said notice shall be given by the trustees. At all such meetings the voting shall be by ballot: *Provided*, That whenever any meeting of a school district is called and a tax assessed for school purposes, it shall be the duty of the trustees of such district to file with the county superintendent of district schools of the county in which the district is situated, and within ten days after such meeting, a copy of the notice calling such meeting and a copy of the minutes thereof, which shall be kept on file by such superintendent, subject to be inspected by any member or tax-payer of said district.

SEC. 6. The county assessors and collectors of the several counties of the Territory are hereby constituted the assessors and collectors of district school taxes, each of whom shall receive such compensation and shall give bonds in such a sum as shall be determined by the county court of his county, for the efficient and proper performance of the duties enjoined upon him by the several provisions of this act.

SEC. 7. All school taxes, whether levied by trustees or by a special meeting called for that purpose, shall be computed from the valuations of the county assessment roll, and shall be levied during the month of April, 1886, and during the month of December of each year thereafter, and within ten days after any such meeting shall have been held, the school trustees shall make a certified statement of the per cent. of the taxes so levied to the county clerk and to the county assessors. The county assessor shall assess therefor at the same time and in the same manner that he assesses for Territorial and county taxes, and he shall give to district school tax-payers the same notices as are required by law to be given to tax-payers of Territorial and county taxes.

SEC. 8. At the time of computing the tax in the county assessment roll, the county clerk shall compute the district school taxes of the several districts of the county in which school taxes have been levied. The county court shall sit as a board of equalization of district school taxes, and shall equalize in the same manner as now provided by law for equalizing Territorial and county taxes.

SEC. 9. All school tax levied and assessed under the provisions of this act shall attach to and become a lien on the property assessed from the date of assessment. They shall become due and delinquent at the same time, and shall be collected in the same manner as Territorial and county taxes.

SEC. 10. The trustees shall have power to appoint a clerk and a treasurer, and prescribe their qualifications. They shall also appoint an auditor, not of their own number, each year, whose duties shall be to examine the financial accounts of the trustees for the current year, and report thereon at the annual school meeting.

SEC. 11. The collector shall, on the first of each month, or oftener, if required, pay over to the trustees all money collected by him for district school purposes; and on or before the 31st day of December of each year, shall make a final settlement with said trustees, paying the full amount of all school taxes due, whether collected by him or not. School trustees' receipts shall be received by the collector in payment of district school taxes.

SEC. 12. The school year shall begin on the first day of July, and end on the last day of June; and shall be divided into four terms of ten weeks each. The trustees shall visit officially each school in their respective districts at least once during each term, and on or before the second Monday in July in each year take a census of the children between the ages of six and eighteen years residing in their districts; and on or before the tenth day of August next ending shall make reports to the county superintendent as hereinafter provided for, stating the condition of the school or schools under their supervision, and particularly the items contained in the following form, together with such other statistics or information as the Territorial superintendent may require.

FORM No. 2.

School trustees' annual financial report of——— district No. —, county of ——, Utah Territory, for the school year ending June 30, 188—.

Receipts.		Disbursements.	
	<i>Dollars.</i>		<i>Dollars.</i>
Balance on hand last report.....		For payment of teachers.....	
From district taxes.....		Male ——; female ——.....	
From territorial school apportionment.....		For buildings.....	
From county school fund (estrays, etc.)		For furnishings, desks, clocks, etc....	
From tuition fees.....		For apparatus, globes, maps, charts, etc.....	
From donations.....		For repairs	
From rents		For improvements.....	
		For current expenses of running schools, exclusive of teacher's salaries	
		For compensation of trustees.....	
		For payment of officers appointed by trustees.....	
		For printing, advertising, etc.....	
		For discount and loss.....	
		For amount on hand.....	
Total		Total	

Trustees, { —— ———,
 { —— ———,
 { —— ———,

—— ———, Auditor.

SEC. 13. All schools organized under the direction of the trustees, in the respective school districts of this Territory, shall be known in law by the name and title of district schools, and shall be entitled to a just and equitable apportionment of any public-school fund arising from the General Government or by legislative enactment of the Territory.

SEC. 14. The county court of each county shall appoint in their respective counties, where not already done, a board of examiners, which shall hold such number of sessions during the year as may be determined by said county court. Said board shall consist of the county superintendent and two other competent persons, who shall hold examinations and judge of the qualifications of school teachers applying for schools; and all applicants of a good moral character considered competent shall receive a suitable certificate, signed by the board, which certificate shall be valid for only one year from its date, and without which no person shall be eligible to employment as teacher by the trustees, and such district employing other than eligible teachers shall forfeit their apportionment of any public-school fund. The services of the board of examiners shall be paid for by the county.

SEC. 15. Teachers of schools shall furnish their respective trustees with a report of their schools, at the close of each term, in the following form, together with such other information as the territorial superintendent may require.

FORM No. 3.

School teachers' term report of school No. —, district No. —, county of —, Utah Territory, for the ten weeks ending —, 188—.

_____, *Teacher.*

[illegible]

SEC. 16. A majority of the trustees shall have power to transact business, and in case of a vacancy in any school district by death, resignation, or otherwise, the remaining trustees shall immediately appoint a suitable person to fill such vacancy until the next election for trustees. In case of failure to elect a trustee at the annual meeting for that purpose, or a trustee-elect failing to qualify within twenty days after being elected, the office shall be declared vacant, and may be filled as provided in this section.

SEC. 17. At the general election for the year one thousand eight hundred and eighty-one, and biennially thereafter, a Territorial superintendent of district schools shall be elected, whose term of office shall be for two years, and until his successor shall be elected and qualified; and before entering upon the duties of his office, he shall qualify by taking and subscribing an oath, and giving a bond, with approved sureties, to the people of the Territory of Utah, in the penal sum of ten thousand dollars, conditioned for the faithful performance of the duties of his office, said oath, bond, and sureties to be approved by and filed with the auditor of public accounts. At the same general election, and biennially thereafter, there shall also be elected for each county in the Territory, a superintendent of district schools, whose term of office shall be for two years, and until his successor shall be elected and qualified; and before entering upon the duties of his office, he shall qualify by taking and subscribing an oath of office, and giving a bond, with approved sureties, in such sum as shall be prescribed by the probate judge of the county, which oath and bond shall be filed with the clerk of the county court.

SEC. 18. The Territorial superintendent shall keep a record of the condition of district schools throughout the Territory, shall furnish each county superintendent with a record headed according to form for superintendent's reports, and also blank forms of said reports, together with blank forms of school teachers' and trustees' reports, contemplated in this act; and he shall cause to be printed such a number of the forms described in this act, including forms for financial reports, as shall be necessary for distribution to the trustees and teachers throughout the Territory, and distribute the same. The Territorial superintendent shall report to the legislative assembly biennially, within two weeks after the opening of each regular session thereof; said report shall contain a statement of the condition of the district schools in the Territory; a compilation of the reports received from each county superintendent; and such other statistical information as he may deem proper. It shall be the duty of the Territorial superintendent to

travel in the different counties of the Territory at least once a year, for the purpose of visiting district schools, of consulting with county superintendents, of lecturing before county institutes, and of addressing public assemblies on subjects pertaining to district schools. The said superintendent is hereby authorized to prepare an appendix of such forms as he may deem proper for the guidance of school officers, and said appendix shall be printed with the report of the superintendent and the amended school law.

SEC. 19. The Territorial and county superintendents, and the president of the faculty of the University of Deseret, or a majority of them, shall, at a convention called by the Territorial superintendent of district schools, for that purpose, decide what text-books shall be adopted in the district schools, and their use shall be mandatory in all the district schools in the Territory: *Provided*, That no text-book so adopted shall be changed within a period of five years from its adoption, except for sufficient cause, to be decided at a special convention, and any teacher changing the text-books shall forfeit his eligibility as teacher. The county superintendents, with the trustees in their respective districts, shall regulate the school terms, allowing such holidays and vacations as may be advisable.

SEC. 20. The county superintendent shall take the general supervision of the schools in his county, and visit them at least twice in each year, examine the trustees' records, audit their accounts, and see that the trustees are diligent in the discharge of their duties. He shall keep a correct account with the county treasurer, and with the trustees of school districts, of all funds received and disbursed for school purposes in the county; shall audit all school accounts against the county treasurer, and draw his warrant in favor of the several school districts for the payment thereof. He shall transmit to the Territorial superintendent of district schools, on or before the first Monday in October, annually, a full and complete financial statement of all funds received in his county, including amount of taxes collected by the trustees in each district, voluntary contributions, and amounts arising from the General Government or by legislative enactment of the Territory of Utah, or from any other source whatever, and amounts disbursed for buildings, furniture, and all school appurtenances, the actual tuition fees, together with a statistical statement in the following form, together with such information as the Territorial superintendent may require:

FORM NO. 4.

County superintendent's annual financial report of _____ County, Utah Territory, for the school year ending June 30, 188 .

Districts.	Balance on hand last report.	District taxes.	Territorial school tax.	County school fund, sale of estrays, etc.	Tuition fees.	Donations.	Rents.	Total.	Payment of teachers.		Buildings.	Furnishings, desks, seats, clocks, etc.	Apparatus, globes, maps, charts, etc.	Repairs.	Improvements.	Current expenses of running schools, exclusive of teachers' salaries.	Compensation to trustees.	Payment of officers appointed by trustees.	Printing, advertising, etc.	Discount and loss.	Amount on hand.	Total.
									Males.	Females.												

_____,
County Superintendent.

ritorial superintendent of district schools. Each pupil so educated shall sign an obligation to the Territorial superintendent of district schools, conditioned that for each year's free tuition so received, he or she will serve one year as a district school teacher, if required so to do by their respective county superintendents, within two years from the date of his or her graduation.

SEC. 24. The county and district apportionment of the moneys accruing for the benefit of district schools, under the provisions of section 1 of "An act to provide revenue for the Territory of Utah, and the several counties thereof," shall be made by the Territorial superintendent of district schools, based upon the annual reports of county superintendents, on or before the thirty-first day of December in each year, according to the number of all the children in the districts between the ages of six and eighteen years, and forward a certificate to each county superintendent, setting forth the amount allotted to each county, and a copy of such certificate to the auditor of public accounts, whose duty it shall be to issue a warrant to each Territorial sub-treasurer, on application therefor, setting forth the amount allotted to his county.

SEC. 25. Nothing in this act shall be so construed as to interfere with any assessment heretofore made, or contract entered into by the parties under the former law, or suits pending that have originated under any former act of this legislature. Nor to appropriate any part of the school fund to any private, select or high school, or any boarding school, or academy, or any school whatsoever not under the immediate control and direction of the school district trustees, except as provided in section 20, nor to prevent the present Territorial and county superintendents and trustees of district schools from continuing in office until superseded by election as herein provided for.

SEC. 26. After the passage of this act, all the school property acquired, both personal and real, of any school district, shall be the property of such district for school purposes, and prior to the erection or construction of any school buildings on any lot or parcel of land (except on public domain), the school trustees shall first obtain from the owner of such lot or parcel of land, a deed in fee simple, by purchase or otherwise, the deed to run from the grantor to the school trustees of said school district, and their successor in office, as grantees, and shall record said deed in the proper office for recording deeds in that county.

SEC. 27. An act entitled "An act providing for the establishment and support of district schools," approved February 18, 1876, is hereby repealed.

FORTY-NINTH CONGRESS, FIRST SESSION. CHAPTER 362.

AN ACT to provide for the study of the nature of alcoholic drinks and narcotics, and of their effects upon the human system, in connection with the several divisions of the subject of physiology and hygiene, by the pupils in the public schools of the Territories and of the District of Columbia, and in the Military and Naval Academies, and Indian and colored schools in the Territories of the United States.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the nature of alcoholic drinks and narcotics, and special instruction as to their effect upon the human system, in connection with the several divisions of the subject of physiology and hygiene, shall be included in the branches of study taught in the common or public schools, and in the military and naval schools, and shall be studied and taught as thoroughly and in the same manner as other like required branches are in said schools, by the use of text-books in the hands of pupils where other branches are thus studied in said schools, and by all pupils in said schools throughout the Territories, in the military and naval academies of the United States, and in the District of Columbia, and in all Indian and colored schools in the Territories of the United States.

SEC. 2. That it shall be the duty of the proper officers in control of any school described in the foregoing section to enforce the provisions of this act; and any such officer, school director, committee, superintendent, or teacher who shall refuse or neglect to comply with the requirements of this act, or shall neglect or fail to make proper provisions for the instruction required and in the manner specified by the first section of this act, for all pupils in each and every school under his jurisdiction, shall be removed from office, and the vacancy filled as in other cases.

SEC. 3. That no certificate shall be granted to any person to teach in the public schools of the District of Columbia or Territories, after the first day of January, anno Domini eighteen hundred and eighty-eight, who has not passed a satisfactory examination in physiology and hygiene, with special reference to the nature and effects of alcoholic drinks and other narcotics upon the human system.

Approved, May 20, 1886.

S. Ex. Doc. 87—4

FORTY-NINTH CONGRESS, SECOND SESSION, 1887.

Section 25 of chapter 397. "An act to amend an act entitled 'An act to amend section fifty-three hundred and fifty-two of the Revised Statutes of the United States, in reference to bigamy, and for other purposes,' approved March 22, 1882," provides:

"That the office of Territorial superintendent of district schools created by the laws of Utah is hereby abolished; and it shall be the duty of the supreme court of said Territory to appoint a commissioner of schools, who shall possess and exercise all the powers and duties heretofore imposed by the laws of said Territory upon the Territorial superintendent of district schools, and who shall receive the same salary and compensation, which shall be paid out of the treasury of said Territory; and the laws of the Territory of Utah providing for the method of election and appointment of such Territorial superintendent of district schools are hereby suspended until the further action of Congress shall be had in respect thereto. The said superintendent shall have power to prohibit the use in any district school of any book of a sectarian character or otherwise unsuitable. Said superintendent shall collect and classify statistics and other information respecting the district and other schools in said Territory, showing the progress, the whole number of children of school age, the number who attend school in each year in the respective counties, the average length of time of their attendance, the number of teachers and the compensation paid to the same, the number of teachers who are Mormons, the number who are so-called Gentiles, the number of children of Mormon parents and the number of children of so-called Gentile parents, and their respective average attendance at school; all of which statistics and information shall be annually reported to Congress, through the governor of said Territory, and the Department of the Interior."



TREASURY DEPARTMENT, }
Document No. 1194. }
Secretary—Loans, etc. }

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

Statement of the purchase of bonds since March 4, 1885.

JANUARY 25, 1889.—Referred to the Committee on Finance and ordered to be printed.

TREASURY DEPARTMENT,
January 23, 1889.

SIR: In compliance with the resolution of the Senate of the 21st ultimo—

That the Secretary of the Treasury be, and hereby is, directed to report to the Senate, at the earliest possible moment, a full statement of all purchases of bonds made by the Treasury Department during the period from March 4, 1885, to date, specifying in detail the classes of bonds, amount, and date of purchase, the party from whom purchased, the price paid, the market quotations in New York at the dates of respective purchases, and in addition thereto a statement of bids rejected, showing date of bid, premium asked, and market quotations; also, showing the available surplus in the Treasury on the first of each month during the period above named.

I have the honor to transmit herewith statements covering the information called for.

Respectfully, yours,

HUGH S. THOMPSON,
Acting Secretary.

The PRESIDENT PRO TEMPORE,
United States Senate.

[Circular.]

ANTICIPATION OF INTEREST ON THE PUBLIC DEBT—PURCHASE OF BONDS FOR THE SINKING-FUND.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, D. C., August 3, 1887.

By virtue of the authority contained in section 3699 of the Revised Statutes of the United States, notice is hereby given, that the interest due September 1 and December 1, 1887, on the 4½ per cent. bonds of the United States October 1, 1887, and January 1, 1888, on the 4 per cent. bonds, and January 1, 1888, on the bonds issued in aid of Pacific railroads, will be prepaid on and after August 15, 1887, with a rebate at the rate of 2 per cent. per annum on the amounts prepaid.

Coupons due on the above specified dates may be presented for prepayment at the Treasury of the United States in Washington, or at the office of any assistant treasurer of the United States. Applications for prepayment of interest on registered bonds may be made to the Secretary of the Treasury in the form prescribed below,

Registered bonds upon which interest has been prepaid may be transferred upon the books of the Department in the usual manner, if accompanied by a release, signed by the new owners, of all claim to the prepaid interest; and the Department will furnish to owners, on application, certificates that the interest on their bonds has or has not been prepaid, as the case may be.

Notice is also given that, in pursuance of the provisions of section 3694 of the Revised Statutes, proposals for the sale to the Government of United States $4\frac{1}{2}$ per cent. bonds of 1891, acts of July 14, 1870, and January 20, 1871, to be applied to the sinking-fund, will be received and opened at the office of the Secretary of the Treasury, in Washington, at noon, on Wednesday, August 10, 1887, and on each Wednesday thereafter until further notice.

Proposals should state the specific character of the bonds offered, whether registered or coupon, and must be for the sale of the bonds with accrued interest to and including the day of sale, whether interest thereon has or has not been prepaid; and adjustments of prepaid interest on bonds purchased under this circular will be made when payment for the bonds is made.

The right is reserved to reject any or all proposals for the sale of bonds if it is thought to be for the interest of the Government to do so.

C. S. FAIRCHILD,
Secretary.

Form of application for prepayment of interest on registered bonds.

_____, _____,
_____, _____.

SIR: I hereby make application for prepayment of the interest due _____, _____, and _____, _____, on United States registered _____ per cent. bonds, acts of _____, _____, numbered _____, _____, of the denomination of _____, with a rebate at the rate of 2 per cent. per annum on the amount of said interest, and, in consideration of the prepayment of said interest, do hereby waive and release all right to, or claim for, the customary quarterly (or semi-annual) dividends which, but for the said prepayment, would accrue on the dates above specified.

(Name:) _____,
(Address:) _____

The SECRETARY OF THE TREASURY.

Purchases of United States 4½ per cent. bonds for the sinking fund, under Department Circular No. 90, dated August 3, 1887.

PURCHASE OF BONDS.

33

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount of bonds.	Accrued interest.	Net premium.	Amount paid.
1887.							
Aug. 10	Suffolk Savings Bank, Boston, Mass.	111½	110	\$260,000.00	\$2,243.84	\$23,756.16	\$286,000.00
17	Harvey Fisk & Sons, New York, N. Y.	110	109.44	2,500,000.00	23,732.88	212,267.12	2,736,000.00
24	Boston Marine Insurance Company	109½	109	100,000.00	1,035.62	7,964.38	109,000.00
24	New England Mutual Life Insurance Company, Boston, Mass.	109½	107.907	200,000.00			
24	do	109½	108.267	200,000.00	6,750.00	43,200.00	649,950.00
24	do	109½	108.507	200,000.00			
24	The Provident Institution for Savings, Boston, Mass.	109½	109	300,000.00	3,106.85	23,893.15	327,000.00
24	New Bedford Institution for Savings	109½	109	150,000.00	1,553.43	11,946.57	163,500.00
24	Mrs. Cora E. Harriman, Windsor, Conn.	109½	109	500.00	5.18	39.82	545.00
24	Benjamin H. Field, New York City	109½	108½	20,000.00	207.12	1,442.88	21,650.00
24	do	109½	108½	40,000.00	414.25	2,985.75	43,400.00
24	Lockwood & Crozman, New York City	109½	109	100,000.00	1,035.62	7,964.38	109,000.00
24	P. V. Hagner, Washington, D. C.	109½	109	25,000.00	258.90	1,991.10	27,250.00
24	Harvey Fisk & Sons, New York, N. Y.	109½	107.907	2,900.00	32.62	199.52	3,132.14
24	do	109½	109	300,000.00	3,106.85	23,893.15	327,000.00
24	do	109½	108½	200,000.00	2,071.23	15,303.77	217,375.00
24	do	109½	108½	100,000.00			
24	do	109½	108½	200,000.00	3,106.85	22,955.65	326,062.50
24	do	109½	108½	1,000,000.00	10,356.16	76,518.84	1,086,875.00
31	Salem Marine Insurance Company, Salem, Mass.	110	108½	5,000.00	56.10	390.77	5,446.87
31	Salem Savings Bank, Salem, Mass.	110	108½	170,000.00	1,907.26	13,286.49	185,193.75
31	American Exchange National Bank, New York City	110	109	25,000.00	280.48	1,969.52	27,250.00
31	Charles D. Barney & Co., Philadelphia, Pa.	110	109	7,700.00	86.39	606.61	8,393.00
31	David Baldwin, Baltimore, Md.	110	109	15,000.00	168.29	1,181.71	16,350.00
31	Samuel Ballie, Philadelphia, Pa.	110	108.875	9,000.00	100.97	697.78	9,798.75
31	Maverick National Bank, Boston, Mass.	110	108.50	70,000.00	785.34	5,164.66	75,950.00
31	do	110	108.75	100,000.00	1,121.92	7,628.08	108,750.00
Sept. 14	Providence Institution for Savings, Providence, R. I.	108½	108	350,000.00	560.96	27,439.04	378,000.00
14	Rhode Island Hospital Trust Company, Providence, R. I.	108½	108	200,000.00	320.55	15,679.45	216,000.00
14	Riddle & Davis, New York City	108½	108½	37,900.00	60.74	3,066.01	41,026.75
14	Chauncey & Gwynne Bros., New York City	108½	108	26,000.00	41.67	2,038.33	28,080.00
14	Maverick National Bank, Boston, Mass.	108½	107.98	85,000.00	136.24	6,646.76	91,783.00
14	E. H. Wood, Aurora, Ind.	108½	108	1,000.00	1.60	78.40	1,080.00
14	Harvey Fisk & Sons, New York City	108½	108	3,500,000.00	5,609.59	274,390.41	3,780,000.00
21	A. E. Nettleton, Syracuse, N. Y.	108½	107.90	10,000.00	24.66	765.34	10,790.00
21	Inventors' Security Company, Burlington, Vt.	108½	108½	3,000.00	7.40	247.60	3,255.00
21	John H. Van Antwerp, President, Albany, N. Y.	108½	108.247	53,000.00	130.69	4,240.00	57,370.69
21	Maverick National Bank, Boston, Mass.	108½	108½	25,000.00	61.64	1,969.61	27,031.25
21	do	108½	108½	30,000.00	73.97	2,401.03	32,475.00
21	do	108½	108½	10,000.00	24.65	800.35	10,825.00
21	First National Bank of New Bedford, Mass.	108½	108	20,000.00	49.32	1,550.68	21,600.00
21	Yette Stern, New York City	108½	108½	200.00	.49	16.51	217.00

Purchases of United States 4½ per cent. bonds for the sinking fund, under Department Circular No. 90, dated August 3, 1887—Continued.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount of bonds.	Accrued interest.	Net premium.	Amount paid.
1887.							
Sept. 21	Edmund and Charles Randolph, New York City	108½	108½	\$11,500.00	\$28.36	\$949.14	\$12,477.50
21	Maverick National Bank, Boston, Mass.	108½	108½	10,000.00	24.66	800.34	10,825.00
21	New England Trust Company, Boston, Mass.	108½	108½	70,600.00	174.08	5,826.92	76,601.00
21	Charles C. Burnham, Pawtucket, R. I.	108½	108	2,000.00	4.93	155.07	2,160.00
21	Henry Y. Wemple, New York City	108½	108.49	130,000.00	320.55	10,716.45	141,037.00
21	White, Morris & Co., New York City	108½	107.98	80,000.00	}	7,787.42	108,034.00
21	do	108½	108½	20,000.00			
21	James Talcott, New York	108½	108½	25,000.00	61.64	2,000.86	27,062.50
21	Lewis Johnson & Co., Washington, D. C.	108½	108½	65,000.00	160.27	5,364.73	70,525.00
21	Harvey Fisk & Sons, New York, N. Y.	108½	108½	500,000.00	1,232.88	40,017.12	541,250.00
	Total	.....	.....	11,565,300.00	72,882.27	922,195.43	12,560,377.70

Rejected offers of United States bonds received under the circular of August 3, 1887; 4½ per cents.

PURCHASE OF BONDS.

Date received.	Name of bidder.	Price quoted.	Price.	Amount offered.		Total.
				Coupon.	Registered.	
1887.						
Aug. 10	Harvey Fisk & Sons, New York City.....	111½	110½	\$700,000.00	\$1,800,000.00	\$2,500,000.00
10	Robert S. Graham, New York City.....	111½	111½	100,000.00	300,000.00	400,000.00
10	Kessler & Co., New York City.....	111½	110½	71,000.00	.....	71,000.00
10	First National Bank, New York City.....	111½	110.48	.....	1,450,000.00	1,450,000.00
10	James Talcott, New York City.....	111½	*112	25,000.00	.....	25,000.00
10	Drexel, Morgan & Co., New York City.....	111½	110.94	.....	350,000.00	350,000.00
10	Wm. Fellows Morgan & Co., New York City.....	111½	110½	400,000.00	.....	400,000.00
10	Andrew Leeper, Chillicothe, Mo.....	111½	†110	.....	6,000.00	6,000.00
10	Geo. F. MacRae, Charlestown, W. Va.....	111½	110½	1,000.00	.....	1,000.00
17	Maverick National Bank, Boston, Mass.....	110	110	5,000.00	20,000.00	25,000.00
17	New England Mutual Life Insurance Company, Boston.....	110	110.942	.....	400,000.00	400,000.00
17	Boston Marine Insurance Company, Boston.....	110	110	.....	100,000.00	100,000.00
17	James Talcott, New York City.....	110½	110	25,000.00	.....	25,000.00
17	Huger, Smithers & Co., New York City.....	110	109.92½	.....	339,000.00	339,000.00
17	American Exchange National Bank, New York City.....	110	110	.....	25,000.00	25,000.00
17	Wm. Fellows Morgan & Co., New York City.....	110	110	400,000.00	.....	400,000.00
17	Wachusett National Bank, Fitchburgh, Mass.....	110	110	.....	150,000.00	150,000.00
17	John M. Foote, New York City.....	110	110	.....	100,000.00	100,000.00
17	Taintor & Holt, New York City.....	110	110	5,000.00	.....	5,000.00
17	First National Bank, New York City.....	110	109.98	.....	1,450,000.00	1,450,000.00
17	P. V. Hagner, Washington, D. C.....	110	110	2,000.00	900.00	2,900.00
17	J. Reynal, New York City.....	110	110	.....	100,000.00	100,000.00
17	A. S. Pratt & Sons, Washington, D. C.....	110	110	.....	12,500.00	12,500.00
17	Harvey Fisk & Sons, New York City.....	110	110	.....	2,500,000.00	2,500,000.00
17	Dickinson & Alling, New York City.....	110	110	10,000.00	.....	10,000.00
17	Chas. D. Barney, Philadelphia, Pa.....	110	109½	950.00	.....	6,150.00
17	Geo. F. MacRae, Charlestown, W. Va.....	110	110	2,000.00	5,200.00	2,000.00
17	New Bedford Institution for Savings, Massachusetts.....	110	110	.....	50,000.00	50,000.00
17	Samuel Bailie, Philadelphia, Pa.....	110	110	9,000.00	.....	9,000.00
17	Eugene L. Clarkson, New York City.....	110	110½	10,000.00	.....	10,000.00
17	First National Bank, Jefferson City, Mo.....	109½	110½	.....	5,150.00	5,150.00
24	First National Bank, New York City.....	109½	109.98	.....	1,450,000.00	1,450,000.00
24	J. Reynal, New York City.....	109½	109½	.....	100,000.00	100,000.00
24	New England Mutual Life Insurance Company, Boston.....	109½	109.027	.....	200,000.00	200,000.00
24	Footo & French, Boston, Mass.....	109½	109½	10,000.00	20,000.00	30,000.00
24	Geo. W. Phelps, Mount Morris, N. Y.....	109½	110	.....	5,000.00	5,000.00
24	Mary E. Lathrop, Hawkinsville, Ga.....	109½	109½	.....	4,000.00	4,000.00
24	Samuel Bailie, Philadelphia, Pa.....	109½	110.027	9,000.00	.....	9,000.00
24	A. S. Pratt & Sons, Washington, D. C.....	109½	109½	.....	12,500.00	12,500.00

* Accrued interest.

† And interest.

PURCHASE OF BONDS.

Date received.	Name of bidder.	Price quoted.	Price.	Amount offered.		Total.
				Coupon.	Registered.	
1887.						
Aug. 24	Harvey Fisk & Sons, New York City	109½	110	.....	\$2,000,000.00	\$2,000,000.00
24	do	109½	109½	.....	200,000.00	200,000.00
31	Maverick National Bank, Boston, Mass	110	109½	\$7,000.00	23,000.00	30,000.00
31	Chas. D. Barney & Co., Philadelphia, Pa.	110	109.48	.....	5,200.00	5,200.00
31	Mrs. T. Feinberg, New York City	110	109½	.....	3,500.00	3,500.00
31	Maverick National Bank, Boston, Mass	110	109.48	9,000.00	26,000.00	35,000.00
31	Paul Fenn, New York City	110	109.97	50,000.00	.....	50,000.00
31	Jas. G. Fair, San Francisco, Cal.	110	(*)	.....	670,000.00	670,000.00
31	First National Bank, New York City	110	109.98	200,000.00	1,250,000.00	1,450,000.00
31	Harvey Fisk & Sons, New York City	110	109.44	.....	500,000.00	500,000.00
31	do	110	109.82	.....	100,000.00	100,000.00
31	do	110	109½	100,000.00	.....	100,000.00
31	do	110	109.73	100,000.00	.....	100,000.00
31	do	110	109.875	.....	10,000.00	10,000.00
31	Lewis Johnson & Co.	108½	108½	.....	1,000.00	1,000.00
7	E. H. Wood, Aurora, Ind.	108½	108½	.....	62,500.00	62,500.00
7	National Bank of the Republic, Washington, D. C.	108½	108½	.....	250,000.00	350,000.00
7	Providence Institution for Savings, Providence, R. I.	108½	109	100,000.00	500,000.00	500,000.00
7	Jas. P. Kohler, New York City	108½	108.50	.....	33,000.00	40,000.00
7	Maverick National Bank, Boston, Mass	108½	108.44	7,000.00	25,000.00	100,000.00
7	Paul Fenn, New York City	108½	108.49	75,000.00	.....	100,000.00
7	W. J. Wilson, New York City	108½	110	.....	100,000.00	100,000.00
7	Sailer & Stevenson, Philadelphia	108½	108½	10,500.00	.....	10,500.00
7	A. S. Rosenbaum & Co., New York City	108½	108.40	.....	25,000.00	25,000.00
7	White, Morris & Co., New York City	108½	108.49	.....	20,000.00	20,000.00
7	do	108½	108.74	20,000.00	.....	20,000.00
7	do	108½	108.93	20,000.00	.....	20,000.00
7	A. S. Pratt & Sons, Washington, D. C.	108½	108½	.....	12,500.00	12,500.00
7	Harvey Fisk & Sons, New York City	108½	108.22	.....	1,500,000.00	1,500,000.00
7	Lewis Johnson & Co., Washington, D. C.	108½	108½	.....	14,000.00	14,000.00
14	Jas. Talcott, New York City	108½	108½	25,000.00	.....	25,000.00
14	P. J. Goodhart & Co., New York City	108½	108½	20,000.00	.....	20,000.00
14	White, Morris & Co., New York City	108½	108.35	20,000.00	.....	20,000.00
14	do	108½	108.74	20,000.00	.....	20,000.00
14	do	108½	108.99	10,000.00	.....	10,000.00
14	do	108½	108.49	99,200.00	.....	125,000.00
14	Harry Y. Wemply, New York City	108½	110	.....	100,000.00	100,000.00
14	W. J. Wilson, New York City	108½	108½	.....	500,000.00	500,000.00
14	Jas. P. Kohler, New York City	108½	108½	.....	.....	25,000.00
14	E. & C. Randolph, New York City	108½	109	25,000.00	.....	100,000.00
14	Beneficial Saving Fund Society, Philadelphia	108½	109	.....	.....	100,000.00
14	Kinnicutt & Devitt, Worcester, Mass	108½	108½		25,000.00	25,000.00

PURCHASE OF BONDS.

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14	Andrew Leeper, Chillicothe, Mo	108½	108½			6,000.00	6,000.00
21	National Bank of El Paso, Ill.	108½	109		5,000.00	5,000.00	10,000.00
21	Beneficial Saving Fund Society, Philadelphia	108½	109	.....	.....	100,000.00	100,000.00
21	W. J. Wilson, New York City	108½	110	.....	.....	100,000.00	100,000.00
21	E. & C. Randolph, New York City	108½	109	.....	25,000.00	.....	25,000.00
21	Wm. Scott's Sons & Co., New York City	108½	108.98	.....	.....	70,000.00	70,000.00
	Total .....	.....	.....	.....	2,732,650.00	19,317,750.00	22,050,400.00

* No price stated.

PURCHASE OF BONDS.

[Circular.]

PURCHASE OF BONDS—ANTICIPATION OF INTEREST ON THE PUBLIC DEBT.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, D. C., September 22, 1887.

On and after this date the Government will purchase daily until October 8, 1887, at the office of the Secretary of the Treasury, to be applied to the sinking fund, United States $4\frac{1}{2}$ per cent. bonds of 1891 and 4 per cent. bonds of 1907, acts of July 14, 1870, and January 20, 1871, upon the following terms: The $4\frac{1}{2}$ per cent. bonds will be accepted at 108.4 during the above-stated period, and the 4 per cent. bonds during the remainder of the present month at 125, and from October 1 to October 8, 1887, at 124, which prices include accrued interest to date of purchase.

The aggregate amount of both classes of bonds which will be accepted within the time above specified is not to exceed \$14,000,000.

Offers should state the specific character of the bonds—whether registered or coupon.

No further bids for bonds as provided in Circular No. 90, dated August 3, 1887, will be received after this date.

Interest due October 1, 1887, on United States bonds, amounting to about \$6,500,000, will be paid on the 26th instant without rebate.

HUGH S. THOMPSON,
Acting Secretary.

Purchases of United States 4 per cent. bonds for the sinking fund, under Department Circular No. 105, dated September 22, 1887.

PURCHASE OF BONDS.

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Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount of bonds.	Accrued interest.	Net premium.	Amount paid.
1887.							
Sept. 22	Engene Kelley & Co., New York, N. Y.	125½	125	\$400,000.00	\$3,638.36	\$96,361.64	\$500,000.00
22	Shoe and Leather National Bank, Boston, Mass.	125½	125	50,000.00	476.71	12,023.29	62,500.00
22	A. S. Hatch & Co., New York, N. Y.	125½	125	30,000.00	276.16	7,223.84	37,500.00
22	First National Bank, New York, N. Y.	125½	125	2,300,000.00	21,307.39	553,692.61	2,875,000.00
22	Maverick National Bank, Boston, Mass.	125½	125	20,000.00	184.11	4,815.89	25,000.00
23	James H. Brady, executor, Long Branch, N. J.	125½	125	6,000.00	55.89	1,444.11	7,500.00
23	Hanover National Bank, New York, N. Y.	125½	125	10,000.00	92.05	2,407.95	12,500.00
23	Frank Hume, Washington, D. C.	125½	125	1,100.00	10.13	264.87	1,375.00
23	Harvey Fisk & Sons, New York, N. Y.	125½	125	150,000.00	1,408.22	36,091.78	187,500.00
23	A. S. Hatch & Co., New York, N. Y.	125½	125	75,000.00	715.07	18,034.93	93,750.00
23	A. H. Scott, Washington, D. C.	125½	125	100.00	.92	24.08	125.00
23	National Metropolitan Bank, Washington, D. C.	125½	125	50,000.00	460.27	12,039.73	62,500.00
23	James Sturgis, Boston, Mass.	125½	125	8,000.00	74.52	1,925.48	10,000.00
23	Maverick National Bank, Boston, Mass.	125½	125	30,000.00	276.16	7,223.84	37,500.00
23	First National Bank, Chicago, Ill.	125½	125	20,000.00	190.68	4,809.32	25,000.00
23	Lazard Freres, New York, N. Y.	125½	125	10,000.00	92.05	2,407.95	12,500.00
23	J. & W. Seligman & Co., New York, N. Y.	125½	125	50,000.00	460.27	12,039.73	62,500.00
23	Kohn, Popper & Co., New York, N. Y.	125½	125	22,200.00	206.79	5,343.21	27,750.00
23	Francisco Mejasky, Washington, D. C.	125½	125	14,400.00	132.56	3,467.44	18,000.00
23	Duluth National Bank, Duluth, Minn.	125½	125	7,500.00	72.33	1,802.67	9,375.00
23	I. & S. Wormser, New York, N. Y.	125½	125	500.00	4.66	120.34	625.00
23	Kidder, Peabody & Co., New York, N. Y.	125½	125	12,350.00	116.30	2,971.20	15,437.50
23	Joseph Coleman, Massillon, Ohio.	125½	125	5,000.00	46.03	1,203.97	6,250.00
23	Engene Kelley & Co., New York, N. Y.	125½	125	230,000.00	2,142.47	55,357.53	287,500.00
23	H. L. Horton, New York, N. Y.	125½	125	10,000.00	92.05	2,407.95	12,500.00
23	Brewster, Cobb & Estabrook, Boston, Mass.	125½	125	10,000.00	95.34	2,404.66	12,500.00
23	Vermilye & Co., New York, N. Y.	125½	125	300,000.00	2,844.92	72,155.08	375,000.00
24	Jackson & Curtis, Boston, Mass.	125½	125	13,000.00	123.95	3,126.05	16,250.00
24	Andrew Schwartz, Washington, D. C.	125½	125	6,000.00	55.89	1,444.11	7,500.00
24	A. S. Hatch & Co., New York, N. Y.	125½	125	12,800.00	122.04	3,077.96	16,000.00
24	Charles D. Barney & Co., Philadelphia, Pa.	125½	125	1,850.00	17.64	444.86	2,312.50
24	Mrs. Martha S. Wullison, Philadelphia, Pa.	125½	125	2,000.00	19.07	480.93	2,500.00
24	Charles D. Barney & Co., Philadelphia, Pa.	125½	125	2,100.00	19.56	505.44	2,625.00
24	James Keliher, Georgetown, D. C.	125½	125	1,400.00	13.04	336.96	1,750.00
24	Government National Bank, Pottsville, Pa.	125½	125	50.00	.47	12.03	62.50
24	Henry D. Fry, Washington, D. C.	125½	125	100.00	.93	24.07	125.00
24	Maverick National Bank, Boston, Mass.	125½	125	3,000.00	28.60	721.40	3,750.00
24	Nassau National Bank, New York, N. Y.	125½	125	200,000.00	1,928.77	48,071.23	250,000.00
24	Maine Savings Bank, Portland, Me.	125½	125	50,000.00	487.67	12,012.33	62,500.00
24	Julia B. Clark, Washington, D. C.	125½	125	100.00	.93	24.07	125.00
24	George P. Okershausen & Co., New York, N. Y.	125½	125	2,000.00	18.63	481.37	2,500.00
24	Brewster, Cobb & Estabrook, Boston, Mass.	125½	125	20,000.00	190.69	4,809.31	25,000.00

PURCHASE OF BONDS.

Purchases of United States 4 per cent. bonds for the sinking fund, under Department Circular No. 105, dated September 22, 1887—Continued.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount of bonds.	Accrued interest.	Net premium.	Amount paid.
1887.							
Sept. 24	Rosa B. Richardson, Boston, Mass	125½	125	\$5,000.00	\$47.67	\$1,202.33	\$6,250.00
24	Foot & French, Boston, Mass	125½	125	60,000.00	585.21	14,414.79	75,000.00
24	Spencer, Trask & Co., New York, N. Y.	125½	125	3,600.00	34.32	865.68	4,500.00
24	L. Blondel, Rochester, N. Y.	125½	124	150.00	.....	36.00	186.00
26	Chemical National Bank, N. Y., for the First National Bank, La Grange, Ind.	125½	125	25,000.00	238.40	6,011.60	31,250.00
26	Third National Bank, Cincinnati, Ohio	125½	125	6,000.00	57.86	1,442.14	7,500.00
26	James C. Thornton, Albion, Pa.	125½	124	500.00	.38	119.62	620.00
26	William S. Storms, Fairport, N. Y.	125½	124	4,100.00	3.15	980.85	5,084.00
26	P. F. Benson, New York, N. Y.	125½	125	1,200.00	11.57	288.43	1,500.00
26	Elizabeth Power, Philadelphia, Pa.	125½	125	1,800.00	17.36	432.64	2,250.00
26	A. S. Hatch & Co., New York, N. Y.	125½	125	4,200.00	40.04	1,009.96	5,250.00
26	Naugatuck National Bank, Connecticut	125½	125	500.00	4.77	120.23	625.00
26	Alexander Doerle, Leavenworth, Kans.	125½	124	50.00	.04	11.96	62.00
26	Arthur Ashton, Utica, N. Y.	125½	124	800.00	.....	192.00	992.00
26	Wilhelmina Spaeth, Washington, D. C.	125½	125	500.00	4.77	120.23	625.00
26	Mrs. M. E. Davenport, Baltimore, Md.	125½	124	400.00	.....	96.00	496.00
26	Sarah L. Wheeler, Danbury, Conn.	125½	125	1,000.00	9.86	240.14	1,250.00
26	Francis V. Walker, Washington, D. C.	125½	125	500.00	4.77	120.23	625.00
26	National Bank of Kansas City, Mo.	125½	125	12,000.00	114.41	2,885.59	15,000.00
26	First National Bank, Canton, Ohio.	125½	125	2,000.00	19.07	480.93	2,500.00
26	Drexel & Co., Philadelphia, Pa.	125½	125	35,000.00	337.53	8,412.47	43,750.00
26	Bank of New York National Association, New York, N. Y.	125½	125	4,500.00	42.90	1,082.10	5,625.00
26	National Savings Bank, District of Columbia, account of F. P. B. Sands	125½	125	1,000.00	9.53	240.47	1,250.00
26	A. S. Hatch & Co., New York, N. Y.	125½	125	12,800.00	122.04	3,077.96	16,000.00
26	Oscar Buechner, Washington, D. C.	125½	124	10,000.00	.....	2,400.00	12,400.00
26	H. C. Wainwright & Co., Boston, Mass.	125½	125	23,000.00	221.81	5,528.19	28,750.00
26	S. G. McIlree, New York, N. Y.	125½	125	2,200.00	21.22	528.78	2,750.00
26	Second National Bank, Manchester, N. H.	125½	125	24,000.00	231.45	5,768.55	30,000.00
26	Mary B. Larendon, New York, N. Y.	125½	125	4,000.00	38.58	961.42	5,000.00
27	Maverick National Bank, Boston, Mass.	125½	125	30,000.00	289.31	7,210.69	37,500.00
27	Wiley Britton, Washington, D. C.	125½	125	2,000.00	19.29	480.71	2,500.00
27	Chase National Bank, New York, N. Y.	125½	125	7,700.00	74.26	1,850.74	9,625.00
27	Charles Dennison, Newark, N. J.	125½	125	50.00	.49	12.01	62.50
27	American National Bank, Hartford, Conn.	125½	125	200.00	1.93	48.07	250.00
27	Charles P. Brady, Philadelphia, Pa.	125½	125	100.00	.98	24.02	125.00
27	Manufacturers' National Bank, Troy, N. Y.	125½	125	1,550.00	14.95	372.55	1,937.50
27	E. W. Clark & Co., Philadelphia, Pa.	125½	125	1,000.00	9.75	240.25	1,250.00
27	James Keegan, Gordonsville, Va.	125½	125	4,000.00	.....	.....	.....
27	Alice Keegan, Gordonsville, Va.	125½	125	1,000.00	49.32	1,200.68	6,250.00
27	Jefferson Insurance Company, New York, N. Y.	125½	125	25,000.00	243.84	6,006.16	31,250.00
27	Mrs. Mary P. Stevens, Roxbury, Mass.	125½	125	850.00	8.48	204.02	1,062.50
27	A. C. Raymond, New Haven, Conn.	125½	125	1,000.00	9.86	240.14	1,250.00

27	Mary W. Leaman, Philadelphia, Pa.	125	400.00	3.90	96.10	500.00
27	T. D. Vermilye, jr., New York, N. Y.	125	5,000.00	49.31	1,200.69	6,250.00
27	Burke & Herbert, Alexandria, Va.	125	5,000.00	48.22	1,201.78	6,250.00
27	Vermilye & Co., New York, N. Y.	125	10,000.00	97.53	2,402.47	12,500.00
27	John McKenney, Washington, D. C.	125	200.00	1.93	48.07	250.00
27	James Jones, Rochester, N. Y.	125	5,500.00	53.04	1,321.96	6,875.00
27	Merchants' National Bank, Clarksburgh, W. Va.	125	1,100.00	10.61	264.39	1,375.00
27	Kidder, Peabody & Co., Boston, Mass.	125	14,500.00	141.40	3,483.60	18,125.00
27	John C. Crowley, Boston, Mass.	125	4,000.00	39.45	960.55	5,000.00
27	First National Bank, Chicago, Ill.	125	10,000.00	98.63	2,401.37	12,500.00
27	E. B. Hale & Co., Cleveland, Ohio.	125	8,000.00	78.03	1,924.97	10,000.00
27	Kidder, Peabody & Co., Boston, Mass.	125	4,000.00	39.04	960.96	5,000.00
28	Catherine Davies, Philadelphia, Pa.	124	800.00	97.53	192.00	992.00
28	German National Bank, Cincinnati, Ohio	125	10,000.00	48.00	2,402.47	12,500.00
28	Sarah L. Terry, Roxbury, Mass.	124	200.00	24.02	48.00	248.00
28	Caroline Hartman, Washington, D. C.	125	100.00	98	23.97	125.00
28	Frank L. Baldwin, executor, Massillon, Ohio.	125	100.00	98.63	2,401.37	12,500.00
28	Foot & French, Boston, Mass.	125	2,000.00	19.95	480.05	2,500.00
28	William M. Van Antwerp, Albany, N. Y.	124	300.00	10	71.90	372.00
28	Mary Rowbotham, Philadelphia, Pa.	124	15,000.00	4.93	3,595.07	18,600.00
28	Horace H. Cobb, Brattleborough, Vt.	125	26,500.00	261.37	6,363.63	33,125.00
28	Lazard Freres, New York, N. Y.	125	6,850.00	67.56	1,644.94	8,562.50
28	Martin & Runyon, New York, N. Y.	125	1,000.00	9.75	240.25	1,250.00
28	First National Bank, Lock Haven, Pa.	125	1,500.00	14.63	360.37	1,875.00
28	Erie County Savings Bank, Buffalo, N. Y.	125	1,500.00	14.63	360.37	1,875.00
28	R. W. Cutler, Hartford, Conn.	125	500.00	29.26	120.00	620.00
28	North Western National Bank, Chicago, Ill.	124	3,000.00	98.63	720.74	3,750.00
28	Atlas National Bank, Chicago, Ill.	125	10,000.00	99.73	2,401.37	12,500.00
28	Brewster, Cobb & Estabrook, Boston, Mass.	125	10,000.00	44.38	2,400.27	12,500.00
28	Mrs. H. F. M. Wheelock, executrix, Boston, Mass.	125	4,500.00	21.70	1,080.62	5,625.00
29	National City Bank, Cleveland, Ohio.	124	1,000.00	246.58	239.23	1,240.00
29	Tradesmen's National Bank, Pittsburgh, Pa.	125	2,000.00	99	528.50	2,750.00
29	Merrimack County Savings Bank, Concord, N. H.	125	25,000.00	6.41	6,003.42	31,250.00
29	First National Bank, Harrisburg, Pa.	125	100.00	16.95	24.01	125.00
29	Heber S. Zerbey, Pottsville, Pa.	125	650.00	3.95	156.09	812.50
29	Mrs. Mary H. Oakley, Brooklyn, N. Y.	125	5,000.00	3.07	1,200.00	6,200.00
29	Eliza J. Milligan, Philadelphia, Pa.	124	4,000.00	47.96	96.05	500.00
29	John Dargon, Chicago, Ill.	125	200.00	99	956.93	4,960.00
29	John C. Churchill, executor, Oswego, N. Y.	124	100.00	408.05	24.01	248.00
29	Francis E. Hall, Washington, D. C.	125	1,700.00	168.77	408.05	125.00
29	Emma G. Davis, Washington, D. C.	125	60,000.00	49.86	14,400.00	74,400.00
29	Kidder, Peabody & Co., Boston, Mass.	124	220,000.00	2.19	52,631.23	272,800.00
29	Cincinnati Gas-Light and Coke Company	125	5,000.00	.46	1,200.14	6,250.00
29	Hamilton National Bank, Boston, Mass.	124	4,000.00	4.93	957.81	4,960.00
29	J. H. Vase, account of Hide and Leather National Bank, Boston, Mass.	124	2,000.00	480.00	143.54	2,744.00
29	M. Feigel & Bro., New York, N. Y.	124	500.00	120.07	480.00	2,480.00
29	J. B. Sullivan, administrator, Ashland, N. H.	125	1,000.00	240.14	625.00	1,250.00
29	Bowler & Merrill, Bangor, Me.	125	10,100.00	9.86	2,424.00	12,524.00
29	R. W. Cutler, Hartford, Conn.	124	22,000.00	5,280.00	27,280.00	
30	National Bank of Western Arkansas, Fort Smith, Ark.	125				
30	L. L. Smith, Windom, Ky.	125				
30	H. L. Gaw & Co., Philadelphia, Pa.	125				

PURCHASE OF BONDS.

Purchases of United States 4 per cent. bonds for the sinking fund, under Department Circular No. 105, dated September 22, 1887—Continued.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount of bonds.	Accrued interest.	Net premium.	Amount paid.
1887.							
Sept. 30	Conway National Bank, Conway, Mass	125½	124	\$100.00	.....	\$24.00	\$124.00
30	National Bank of New Jersey, New Brunswick, N. J.	125½	124	800.00	.....	192.00	992.00
30	Jane E. Kickham, Washington, D. C.	125½	124	1,000.00	.....	240.00	1,240.00
30	First National Bank, Crawfordsville, Ind.	125½	124	1,500.00	.....	360.00	1,860.00
30	First National Bank, Marietta, Ohio.	125½	124	2,000.00	.....	480.00	2,480.00
30	Charles T. Reed, Wheeling, W. Va.	125½	124	300.00	.....	72.00	372.00
30	Mrs. Mary Oldham, Clifton Heights, Pa.	125½	124	1,000.00	\$0.33	239.67	1,240.00
30	William H. Forrest, Washington, D. C.	125½	124	350.00	.....	84.00	434.00
30	Farmers' National Bank, Ashtabula, Ohio	125½	124	2,200.00	.....	528.00	2,728.00
Oct. 1	First National Bank, Chicago, Ill.	124½	124	10,000.00	2.19	2,397.81	12,400.00
1	R. C. McMurtrie and F. Cox, trustees, Philadelphia, Pa.	124½	124	4,000.00	.88	959.12	4,960.00
1	James Talcott, New York, N. Y.	124½	124	25,000.00	5.48	5,994.52	31,000.00
1	Jos. M. Shoemaker & Co., Philadelphia, Pa., account of Lincoln National Bank, Lincoln, Pa.	124½	124	15,000.00	4.93	3,595.07	18,600.00
1	F. T. Lane, Toledo, Ohio	124½	124	400.00	.....	96.00	496.00
1	F. E. Clark, Washington, D. C.	124½	124	100.00	.....	24.00	124.00
1	Mrs. Ann Gilgallon, Leadville, Colo	124½	124	500.00	.38	119.62	620.00
1	R. W. Cutler, Hartford, Conn.	124½	124	300.00	.07	71.93	372.00
3	Moses Patten, Boston, Mass.	124½	124	1,000.00	.33	239.67	1,240.00
3	Mary Munkare, Washington, D. C.	124½	124	100.00	.01	23.99	124.00
3	North Western National Bank, Chicago, Ill.	124½	124	2,000.00	.66	479.34	2,480.00
3	E. W. Clark & Co., Philadelphia, Pa.	124½	124	350.00	.12	83.88	434.00
3	Susan S. Pearl, Zellwood, Fla.	124½	124	1,000.00	.77	239.23	1,240.00
3	R. S. Day & Co., Boston, Mass.	124½	124	3,000.00	.99	719.01	3,720.00
3	A. Bentley, Chicago, Ill.	124½	124	6,000.00	3.29	1,436.71	7,440.00
3	O. P. Austin, Washington, D. C.	124½	124	200.00	.04	47.96	248.00
3	German National Bank, Cincinnati, Ohio	124½	124	12,000.00	3.95	2,876.05	14,880.00
4	First National Bank, Marietta, Ohio	124½	124	1,000.00	.33	239.67	1,240.00
4	Hatty Aust, New York, N. Y.	124½	124	100.00	.05	23.95	124.00
4	Mrs. M. L. Rohman, Camden, N. J.	124½	124	250.00	.16	59.84	310.00
4	Rev. Joseph Walker, Scottsville, Va.	124½	124	3,000.00	2.30	717.70	3,720.00
4	Third National Bank, Cincinnati, Ohio	124½	124	10,000.00	3.29	2,396.71	12,400.00
5	Ellen Kennedy, Washington, D. C.	124½	124	1,000.00	.44	239.56	1,240.00
5	Mrs. Frances M. Pattengall, Washington, D. C.	124½	124	4,350.00	1.91	1,042.09	5,394.00
5	Union Mutual Life-Insurance Company, Portland, Me.	124½	124	50,000.00	38.35	11,961.65	62,000.00
5	Parkinson & Burr, Boston, Mass.	124½	124	3,500.00	1.53	838.47	4,340.00
5	H. B. James, Washington, D. C.	124½	124	2,000.00	.88	479.12	2,480.00
5	P. V. Hagner	124½	124	500.00	.22	119.78	620.00
5	Charles Gens, Trinity, La.	124½	124	350.00	.27	83.73	434.00
5	Foot & French, Boston, Mass.	124½	124	5,000.00	2.74	1,197.26	6,200.00
5	Albuquerque National Bank, Albuquerque, N. Mex.	124½	124	2,000.00	.66	479.34	2,480.00
5	Bank of Portsmouth, Portsmouth, Va.	124½	124	1,500.00	.49	359.51	1,860.00

PURCHASE OF BONDS.

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5	First National Bank, Marietta, Ohio	124	500.00	.22	119.78	620.00
5	Pomeroy National Bank, Pomeroy, Ohio	124	250.00	.03	59.92	310.00
5	First National Bank, Allegan, Mich	124	100.00	.04	23.96	124.00
5	J. J. De Lane, Lykens, Pa	124	150.00	.12	35.88	186.00
6	Minnewa Tribe, No. 79, I. O. R. M., Philadelphia, Pa	124	300.00	.23	71.77	372.00
6	Exchange Bank, Wheeling, W. Va	124	16,600.00	9.10	3,974.90	20,584.00
6	Oneida Valley National Bank, Oneida, N. Y	124	500.00	.38	119.62	620.00
6	Rebecca A. Newell, Roxbury, Mass	124	1,050.00	.81	251.19	1,302.00
6	E. B. Hale & Co., Cleveland, Ohio	124	2,100.00	1.15	502.85	2,604.00
6	Kissam, Whitney & Co., New York, N. Y	124	22,000.00	12.06	5,267.94	27,280.00
6	Anna Snyder, Cincinnati, Ohio	124	350.00	.27	83.73	434.00
6	Martin & Runyon, New York, N. Y	124	4,000.00	2.19	957.81	4,960.00
6	First National Bank, Chicago, Ill	124	10,000.00	6.58	2,393.42	12,400.00
6	James W. Moore, Washington, D. C	124	1,000.00	.66	239.34	1,240.00
6	Thomas B. Townsend, Wilmington, Del	124	500.00	.27	119.73	620.00
6	Lackawanna Trust and Safe-Deposit Company, Scranton, Pa	124	800.00	.44	191.56	992.00
6	Savings Deposit Bank, Elyria, Ohio	124	290.00	.11	47.89	248.00
7	Riggs & Co., Washington, D. C	125	1,000.00	.66	239.34	1,240.00
7	Morris M. Isaacs, Boston, Mass	125	1,800.00	1.38	430.62	2,232.00
7	J. E. Rockwood, Newton Centre, Mass	125	4,300.00	3.30	1,028.70	5,332.00
7	Mary K. S. Eaton, Washington, D. C	125	500.00	.33	119.67	620.00
7	D. H. Shields, Murdock, Ohio	125	200.00	.15	47.85	248.00
7	State Treasurer, Kansas	125	140,000.00	61.37	33,538.63	173,600.00
7	Rutland County National Bank, Rutland, Vt	125	1,000.00	.66	239.34	1,240.00
8	Montezuma Tribe, No. 21, I. O. R. M., Philadelphia, Pa	125	300.00	.23	71.77	372.00
8	Bondy & Lederer, New York, N. Y	125	400.00	.31	95.69	496.00
8	Catherine Ludwig, Baltimore, Md	125	2,000.00	1.32	478.68	2,480.00
8	Edward F. Hoffman, Baltimore, Md	125	1,000.00	.08	23.92	1,240.00
8	Clara V. Mason, Providence, R. I	125	1,400.00	1.07	334.93	1,736.00
8	Laura M. Newcomb, Providence, R. I	125	1,700.00	1.30	406.70	2,108.00
8	Mrs. Susannah W. Tenney, Morrisville, Vt	125	500.00	.38	119.62	620.00
8	Farmers' Bank, Farmville, Va	124	5,000.00	3.84	1,196.16	6,200.00
Total		.....	5,389,250.00	43,691.29	1,296,049.71	6,728,991.00

PURCHASE OF BONDS.

Purchases of United States 4½-per cent. bonds for the sinking fund, under Department Circular No. 105, dated September 22, 1887.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount of bonds.	Accrued interest.	Net premium.	Amount paid.
1887.							
Sept. 22	Jos. M. Shoemaker & Co., Philadelphia, Pa.	108½	108.40	\$7,700.00	\$19.94	\$626.86	\$8,346.80
22	do.	108½	108.40	10,000.00	25.89	814.11	10,840.00
22	Springfield Institution for Savings.	108½	108.40	140,000.00	379.73	11,380.27	151,760.00
22	A. S. Hatch & Co., New York, N. Y.	108½	108.40	27,000.00	73.23	2,194.77	29,268.00
22	Maverick National Bank, Boston, Mass.	108½	108.40	10,000.00	27.12	812.88	10,840.00
22	First National Bank of New York, N. Y.	108½	108.40	500,000.00	1,318.55	40,681.45	542,000.00
23	Drexel & Co., Philadelphia, Pa.	108½	108.40	25,000.00	67.81	2,032.19	27,100.00
23	White, Morris & Co., New York City.	108½	108.40	50,000.00	135.62	4,064.38	54,200.00
23	Julius Adams, Boston, Mass.	108½	108.40	50,000.00	141.78	4,058.22	54,200.00
23	Hanover National Bank, New York, N. Y.	108½	108.40	30,000.00	81.37	2,438.63	32,520.00
23	George H. H. Butler, New York, N. Y.	108½	108.40	30,000.00	118.36	2,401.64	32,520.00
23	Frederick Guild, trustee, Boston, Mass.	108½	108.40	4,100.00	12.64	331.76	4,444.40
23	Louisa Guild, by F. Guild, attorney, Boston, Mass.	108½	108.40	6,000.00	23.67	480.33	6,504.00
23	Frederick Guild and Samuel G. Guild, administrators	108½	108.40	17,000.00	67.07	1,360.93	18,428.00
23	Jacob Edwards, Boston, Mass.	108½	108.40	100,000.00	271.23	8,128.77	108,400.00
23	Harvey Fisk & Sons, New York City.	108½	108.40	200,000.00	633.08	16,166.92	216,800.00
23	Lockwood & Crosman, New York City.	108½	108.40	4,400.00	11.93	357.67	4,769.60
23	P. Glennan, Washington, D. C.	108½	108.40	1,000.00	2.71	81.29	1,084.00
23	Harvey Fisk & Sons	108½	108.40	50,000.00	135.62	4,064.38	54,200.00
23	Firemen's Mutual Insurance Company, Providence, R. I.	108½	108.40	60,000.00	170.14	5,869.86	65,040.00
23	Florence G. Wellington, Boston, Mass.	108½	108.40	2,100.00	6.47	169.93	2,276.40
23	Rebecca A. Brooks, Washington, D. C.	108½	108.40	1,600.00	5.13	129.27	1,734.40
23	Frank G. Dexter, New York, N. Y.	108½	108.40	1,000.00	2.84	81.16	1,084.00
23	Mrs. Mary E. Carmody, Washington, D. C.	108½	108.40	2,500.00	6.78	203.22	2,710.00
23	I. & S. Wormser, New York, N. Y.	108½	108.40	2,000.00	5.67	162.33	2,168.00
23	Wm. Oppenheimer & Sons, New York, N. Y.	108½	108.40	15,000.00	48.08	1,211.92	16,260.00
23	Kidder, Peabody & Co., New York, N. Y.	108½	108.40	4,400.00	13.56	356.04	4,769.60
23	Ninth National Bank, New York City.	108½	108.40	15,000.00	42.53	1,217.47	16,260.00
23	Maverick National Bank, Boston, Mass.	108½	108.40	7,850.00	24.20	635.20	8,502.40
23	Kidder, Peabody & Co., New York, N. Y.	108½	108.40	1,000.00	3.08	80.92	1,084.00
23	Brewster, Cobb & Estabrook, Boston, Mass.	108½	108.40	12,000.00	36.99	971.01	13,008.00
23	Caroline Borsch, Philadelphia, Pa.	108½	108.40	700.00	2.24	56.56	758.80
24	Jackson & Curtis, Boston, Mass.	108½	108.40	1,000.00	3.08	80.92	1,084.00
24	A. S. Hatch & Co., New York, N. Y.	108½	108.40	4,150.00	12.79	335.81	4,498.60
24	D. Thos. MacClymont, Williamsport, Pa.	108½	108.40	1,000.00	3.21	80.79	1,084.00
24	Caroline W. Bailey, Mechanicsville, N. Y.	108½	108.40	4,000.00	16.77	319.23	4,336.00
24	do.	108½	108.40	3,000.00	12.95	239.05	3,252.00
24	Bernard McColgan, Wilmore, Pa.	108½	108.40	10,000.00	28.36	811.64	10,840.00
24	First National Bank, New York, N. Y.	108½	108.40	150,000.00	517.81	12,082.19	162,600.00
24	George W. Bashford, New York, N. Y.	108½	108.40	10,000.00	28.36	811.64	10,840.00
24	People's Insurance Company, Pittsburgh, Pa.	108½	108.40	30,000.00	85.07	2,434.93	32,520.00
24	Provident Institution for Savings, Boston, Mass.	108½	108.40	800,000.00	2,465.75	64,734.25	867,200.00

24	Wood, Huestis & Co., New York, N. Y.	108 1/4	108.40	25,000.00	77.05	2,022.95	27,100.00
24	Theodore D. Wilson, executor, Washington, D. C.	108 1/4	108.40	10,000.00	28.36	811.04	10,840.00
24	Theodore D. Wilson, Washington, D. C.	108 1/4	108.40	50.00	14	4.06	54.20
24	Phillip Hieborn, Washington, D. C.	108 1/4	108.40	2,000.00	5.67	162.33	2,168.00
24	Jennie M. Hieborn, Washington, D. C.	108 1/4	108.40	1,000.00	2.84	81.16	1,084.00
24	National Bank of the Republic, Washington, D. C.	108 1/4	108.40	4,500.00	12.76	365.24	4,878.00
24	Maverick National Bank, Boston, Mass.	108 1/4	108.40	10,000.00	30.82	809.18	10,840.00
24	Drexel, Morgan & Co., New York, N. Y.	108 1/4	108.40	200,000.00	898.79	15,901.21	216,800.00
24	Maine Savings Bank, Portland, Me.	108 1/4	108.40	40,000.00	133.15	3,226.85	43,360.00
24	Mary A. Nevins, Washington, D. C.	108 1/4	108.40	4,000.00	11.34	324.66	4,336.00
24	Brewster, Cobb & Estabrook, Boston, Mass.	108 1/4	108.40	7,000.00	21.57	566.43	7,588.00
24	John Devoe & Sons, New York, N. Y.	108 1/4	108.40	50,000.00	154.11	4,045.89	54,200.00
24	Rosa B. Richardson, Boston, Mass.	108 1/4	108.40	7,000.00	21.57	566.43	7,588.00
24	S. W. Knevels, trustee, New York, N. Y.	108 1/4	108.40	5,000.00	15.41	404.59	5,420.00
26	Wood, Huestis & Co., New York, N. Y.	108 1/4	108.40	1,500.00	4.62	121.38	1,626.00
26	Jeremiah Crowell, New York, N. Y.	108 1/4	108.40	25,300.00	77.98	2,047.22	27,425.20
26	National Savings Bank, Albany, N. Y.	108 1/4	108.40	50,000.00	160.27	4,039.73	54,200.00
26	Mrs. Ellen L. Morey, Marshall, Mich.	108 1/4	108.40	3,000.00	12.21	239.79	3,252.00
26	William F. Hunter, Woodsfield, Ohio	108 1/4	108.40	1,400.00	5.18	112.42	1,517.60
26	J. D. Vermilye, treasurer Theological Seminary, Princeton, N. J.	108 1/4	108.40	3,200.00	9.86	258.94	3,468.80
26	Thomas Nelson & Sons, New York, N. Y.	108 1/4	108.40	7,000.00	22.44	565.56	7,588.00
26	A. S. Hatch & Co., New York, N. Y.	108 1/4	108.40	2,000.00	6.16	161.84	2,168.00
26	New England Life Insurance Company, Boston, Mass.	108 1/4	108.40	75,000.00	240.41	6,059.59	81,300.00
26	Ellerton P. Whitney	108 1/4	108.40	28,000.00	93.20	2,258.80	30,352.00
26	Thomas Webb, Philadelphia, Pa.	108 1/4	108.40	5,000.00	15.41	404.59	5,420.00
26	Dollar Savings Bank, Pittsburgh, Pa.	108 1/4	108.40	500,000.00	1,664.38	40,335.62	542,000.00
26	Arthur Ashton, Utica, N. Y.	108 1/4	108.40	500.00	1.85	40.15	542.00
26	Kaufman Brothers & Bondy, New York, N. Y.	108 1/4	108.40	25,000.00	77.05	2,022.95	27,100.00
26	A. S. Hatch & Co., New York, N. Y.	108 1/4	108.40	11,000.00	36.62	887.38	11,924.00
26	Kidder, Peabody & Co., Boston, Mass.	108 1/4	108.40	38,900.00	124.69	3,142.91	42,167.60
26	First National Bank, East Hampton, Mass.	108 1/4	108.40	150,000.00	517.81	12,082.19	162,600.00
26	James B. Colgate, New York, N. Y.	108 1/4	108.40	100,000.00	320.55	8,079.45	108,400.00
26	Philadelphia Trust, Safe Deposit and Insurance Company.	108 1/4	108.40	34,400.00	110.27	2,779.33	37,289.60
26	Maverick National Bank, Boston, Mass.	108 1/4	108.40	15,000.00	48.08	1,211.92	16,260.00
27	Wachusett National Bank, Fitchburg, Mass.	108 1/4	108.40	150,000.00	554.79	12,045.21	162,600.00
27	Henry A. Boggs, San Francisco, Cal.	108 1/4	108.40	19,000.00	63.25	1,532.75	20,596.00
27	John S. Blankman, Washington, D. C.	108 1/4	108.40	1,000.00	3.21	80.79	1,084.00
27	Jos. M. Shoemaker & Co., Philadelphia, Pa.	108 1/4	108.40	2,000.00	6.66	161.34	2,168.00
27	Jefferson Insurance Company, New York, N. Y.	108 1/4	108.40	25,000.00	83.22	2,016.78	27,100.00
27	Louisa A. Miller, Glastonbury, Conn.	108 1/4	108.40	1,000.00	4.44	79.56	1,084.00
27	Charles F. Coburn, Boston, Mass.	108 1/4	108.40	5,000.00	16.64	403.36	5,420.00
27	Importers and Traders' National Bank, New York, N. Y.	108 1/4	108.40	20,000.00	64.11	1,615.89	21,680.00
27	Theodore S. West, New York, N. Y.	108 1/4	108.40	2,000.00	8.14	159.86	2,168.00
27	American Express Company, New York, N. Y.	108 1/4	108.40	300,000.00	998.63	24,201.37	325,200.00
27	Kaufman Brothers & Bondy, New York, N. Y.	108 1/4	108.40	25,000.00	86.30	2,013.70	27,100.00
27	James Jones, Rochester, N. Y.	108 1/4	108.40	3,000.00	9.62	242.38	3,252.00
27	Pomeroy National Bank, Pomeroy, Ohio	108 1/4	108.40	1,000.00	3.21	80.79	1,084.00
27	Kidder, Peabody & Co., Boston, Mass.	108 1/4	108.40	5,000.00	16.64	403.36	5,420.00
27	George W. Parsons, New York, N. Y.	108 1/4	108.40	1,500.00	4.99	121.01	1,626.00
27	First National Bank, Chicago, Ill.	108 1/4	108.40	10,000.00	34.52	805.48	10,840.00
27	E. B. Hale & Co., Cleveland, Ohio.	108 1/4	108.40	10,000.00	33.29	806.71	10,840.00
28	First National Bank, Norristown, Pa.	108 1/4	108.40	1,000.00	3.33	80.67	1,084.00

PURCHASE OF BONDS.

Purchases of United States 4½-per cent. bonds for the sinking fund, under Department Circular No. 105, dated September 22, 1887—Continued.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount of bonds.	Accrued interest.	Net premium.	Amount paid.
1888.							
Sept. 28	Quakertown National Bank, Quakertown, Pa.	108½	108.40	\$30,000.00	\$103.56	\$2,416.44	\$32,520.00
28	Citizens' National Bank, New Bedford, Mass.	108½	108.40	2,500.00	11.40	198.60	2,710.00
28	John F. Harris, Boston, Mass.	108½	108.40	50,000.00	197.26	4,002.74	54,200.00
28	Andrew Leeper, Chillicothe, Mo.	108½	108.40	6,000.00	25.89	478.11	6,504.00
28	Foot & French, Boston, Mass.	108½	108.40	30,000.00	103.56	2,416.44	32,520.00
28	Nesslage, Colgate & Co., New York, N. Y.	108½	108.40	3,500.00	12.08	281.92	3,794.00
28	Martin & Runyon, New York, N. Y.	108½	108.40	10,450.00	36.07	841.73	11,327.80
28	Charles M. Cyphers, Washington, D. C.	108½	108.40	1,000.00	3.70	80.30	1,084.00
28	Falmouth National Bank, Falmouth, Mass.	108½	108.40	1,500.00	4.99	121.01	1,626.00
28	Philadelphia Trust, Safe Deposit, and Insurance Company	108½	108.40	13,000.00	44.88	1,047.12	14,092.00
28	Brewster, Cobb & Estabrook, Boston, Mass.	108½	108.40	5,000.00	17.26	402.74	5,420.00
28	George W. Hollfelder, Boston, Mass.	108½	108.40	1,700.00	7.55	135.25	1,842.80
29	L. Russell, New Albany, Ind.	108½	108.40	300.00	1.04	24.16	325.20
29	Girard National Bank, Philadelphia, Pa.	108½	108.40	6,000.00	20.71	483.29	6,504.00
29	Union National Bank, Macomb, Ill.	108½	108.40	1,900.00	8.67	150.93	2,059.60
29	Blake Bros. & Co., Boston, Mass.	108½	108.40	10,000.00	34.52	805.48	10,840.00
29	Maverick National Bank, Boston, Mass.	108½	108.40	30,000.00	103.56	2,416.44	32,520.00
29	Admiral D. D. Porter, Washington, D. C.	108½	108.40	5,000.00	17.26	402.74	5,420.00
29	Kidder, Peabody & Co., Boston, Mass.	108½	108.40	9,300.00	33.25	747.95	10,081.20
29	Bowler & Merrill, Bangor, Me.	108½	108.40	5,000.00	18.49	401.51	5,420.00
30	Moses Patten, Boston, Mass.	108½	108.40	2,500.00	8.94	201.06	2,710.00
30	Elizabeth Ashton, Utica, N. Y.	108½	108.40	2,000.00	8.63	159.37	2,168.00
30	George W. Newton, Chicago, Ill.	108½	108.40	2,000.00	7.89	160.11	2,168.00
30	Farmers' National Bank, Hudson, N. Y.	108½	108.40	5,000.00	18.49	401.51	5,420.00
30	Mrs. Esther Wilde, Clifton Heights, Pa.	108½	108.40	500.00	2.03	39.97	542.00
30	National Bank of the Republic, Washington, D. C.	108½	108.40	2,000.00	7.40	160.60	2,168.00
30	National Metropolitan Bank, Washington, D. C.	108½	108.40	500.00	1.85	40.15	542.00
1	R. C. McMurtrie and F. Cox, trustees, Philadelphia, Pa.	108½	108.40	4,000.00	16.27	319.73	4,338.00
1	Elizabeth J. P. Shields, Philadelphia, Pa.	108½	108.40	3,000.00	11.10	240.90	3,252.00
1	Imogene Stuart, Kent, Conn.	108½	108.40	3,000.00	13.32	238.68	3,252.00
1	Jos. M. Shoemaker & Co., Philadelphia, Pa., account of Lincoln National Bank, Lincoln, Pa.	108½	108.40	20,000.00	81.37	1,598.63	21,680.00
1	Melinda B. Stuart, Kent, Conn.	108½	108.40	2,000.00	8.38	159.62	2,168.00
1	Central National Bank, Frederick, Md.	108½	108.40	2,000.00	8.38	159.62	2,168.00
1	Mechanics' National Bank, New Britain, Conn.	108½	108.40	1,200.00	4.44	96.36	1,300.80
3	Citizens' National Bank, Des Moines, Iowa.	108½	108.40	25,000.00	101.71	1,998.29	27,100.00
3	Northwestern National Bank, Chicago, Ill.	108½	108.40	1,000.00	4.07	79.93	1,084.00
3	E. W. Clark & Co., Philadelphia, Pa.	108½	108.40	500.00	2.03	39.97	542.00
3	Harvey Fisk & Son, New York, N. Y.	108½	108.40	200,000.00	789.04	16,010.96	216,800.00
3	National Bank of the Republic, Washington, D. C.	108½	108.40	1,000.00	4.07	79.93	1,084.00
3	Fall River Manufacturers' Mutual Insurance Company, Fall River, Mass.	108½	108.40	10,000.00	45.62	794.38	10,840.00
3	Kidder, Peabody & Co., Boston, Mass.	108½	108.40	27,600.00	112.29	2,206.11	29,918.40
Oct.							

3	Brewster, Cobb & Estabrook, Boston, Mass.	108.40	5,000.00	20.34	399.66	5,420.00
3	do.	108.40	10,000.00	45.62	794.38	10,840.00
4	National Bank of Commerce, New York, N. Y.	108.40	50,000.00	203.42	3,996.58	54,200.00
4	William S. Kahnweiler, New York, N. Y.	108.40	5,000.00	20.96	399.04	5,420.00
4	Addie E. Foster, Hartford, Conn.	108.40	400.00	1.82	31.78	433.60
4	E. D. Murphy jr., New York, N. Y.	108.40	2,000.00	8.14	159.86	2,168.00
4	Brewster, Cobb & Estabrook, Boston, Mass.	108.40	10,000.00	45.62	794.38	10,840.00
4	G. F. MacRae, Washington, D. C.	108.40	2,000.00	8.14	159.86	2,168.00
4	Cahoone & Wescott, New York, N. Y.	108.40	75,000.00	305.14	5,994.86	81,300.00
4	Henry C. Goodenow, Bangor, Me.	108.40	10,000.00	43.15	796.85	10,840.00
4	Maitland, Phelps & Co., New York, N. Y.	108.40	4,500.00	18.86	359.14	4,878.00
5	First National Bank, Union Springs, N. Y.	108.40	12,500.00	53.94	996.06	13,550.00
5	Mrs. Mary W. Dana, Philadelphia, Pa.	108.40	16,000.00	65.08	1,278.92	17,344.00
5	Dime Savings Institution, Newark, N. J.	108.40	220,000.00	1,003.56	17,476.44	238,480.00
5	do.	108.40	110,000.00	488.22	8,751.78	119,240.00
5	First National Bank, New York, N. Y.	108.40	120,000.00	503.02	9,576.98	130,080.00
5	Charles D. Barney & Co., Philadelphia, Pa.	108.40	4,000.00	17.26	318.74	4,336.00
5	Harvey Fisk & Sons, New York, N. Y.	108.40	200,000.00	912.33	15,887.67	216,800.00
5	Drexel, Morgan & Co., New York, N. Y.	108.40	661,000.00	2,852.24	52,671.76	716,524.00
5	Foot & French, Boston, Mass.	108.40	25,000.00	107.88	1,992.12	27,100.00
5	National Bank of Commerce, Boston, Mass.	108.40	50,000.00	228.08	3,971.92	54,200.00
5	Harvey Fisk & Sons, New York, N. Y.	108.40	150,000.00	653.43	11,946.57	162,600.00
5	Lagonda National Bank, Springfield, Ohio	108.40	3,000.00	12.21	239.79	3,252.00
5	Chase National Bank, New York, N. Y.	108.40	1,000.00	4.19	79.81	1,084.00
5	Harmon Hall, Lynn, Mass.	108.40	2,000.00	9.12	158.88	2,168.00
5	First National Bank, Cassopolis, Mich.	108.40	5,000.00	20.96	399.04	5,420.00
5	J. J. DeLaney, Lykens, Pa.	108.40	500.00	2.28	39.72	542.00
5	Brewster, Cobb & Estabrook, Boston, Mass.	108.40	14,000.00	60.41	1,115.59	15,176.00
5	Maverick National Bank, Boston, Mass.	108.40	63,000.00	287.38	5,004.62	68,292.00
6	Marinus Ermerins, New York, N. Y.	108.40	2,000.00	8.88	159.12	2,168.00
6	A. Stern, New York, N. Y.	108.40	1,000.00	4.44	79.56	1,084.00
6	Henry DeWitt Smith, Providence, R. I.	108.40	12,500.00	57.02	992.98	13,550.00
6	Maria Merritt, Hawkinsville, Ga.	108.40	9,000.00	41.05	714.95	9,756.00
6	Chase National Bank, New York, N. Y.	108.40	500.00	3.55	63.65	567.20
6	J. L. Potter, Albion, N. Y.	108.40	5,000.00	22.81	397.19	5,420.00
6	Drexel & Co., Philadelphia, Pa.	108.40	25,000.00	107.88	1,992.12	27,100.00
6	G. G. Williams, executor, New York, N. Y.	108.40	150,000.00	647.26	11,952.74	162,600.00
6	Importers and Traders' National Bank, New York, N. Y.	108.40	5,000.00	22.19	397.81	5,420.00
6	Chemical National Bank, New York, N. Y.	108.40	10,000.00	43.15	796.85	10,840.00
6	E. B. Hale & Co., Cleveland, Ohio.	108.40	600.00	2.59	47.81	650.40
6	Hanover National Bank, New York, N. Y.	108.40	17,500.00	75.51	1,394.49	18,970.00
6	White, Morris & Co., New York, N. Y.	108.40	25,000.00	110.96	1,989.04	27,100.00
6	W. D. Moore & Co., New York, N. Y.	108.40	9,000.00	38.84	717.16	9,756.00
6	Mechanics' Bank, Saint Louis, Mo.	108.40	2,000.00	9.12	158.88	2,168.00
6	Sarah Melissa Arnold, Bristol, R. I.	108.40	200.00	.91	15.89	216.80
6	Kidder, Peabody & Co., Boston, Mass.	108.40	3,500.00	15.53	278.47	3,794.00
7	F. J. Gasquet, New York, N. Y.	108.40	28,000.00	127.73	2,224.27	30,352.00
7	National Broadway Bank, New York, N. Y.	108.40	30,000.00	136.85	2,383.15	32,520.00
7	E. W. McCohn, Columbus, Ohio.	108.40	1,000.00	4.56	79.44	1,084.00
7	Harvey Fisk & Sons, New York, N. Y.	108.40	200,000.00	803.01	15,936.99	216,800.00
7	J. E. Rockwood, Newton Centre, Mass.	108.40	3,000.00	13.68	238.32	3,252.00
7	Cahoone & Wescott, New York, N. Y.	108.40	10,000.00	44.88	795.12	10,840.00

PURCHASE OF BONDS.

Purchase of United States 4½ per cent. bonds for the sinking fund, under Department Circular No. 105, dated September 22, 1887—Continued.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount of bonds.	Accrued interest.	Net premium.	Amount paid.
1887.							
Oct.	Chase National Bank, New York, N. Y.	108½	108.40	\$500.00	\$2.28	\$39.72	\$542.00
7	First Hungarian Sick and Relief Society, New York, N. Y.	108½	108.40	3,500.00	15.97	278.03	3,794.00
7	First National Bank, New York, N. Y.	108½	108.40	35,000.00	155.34	2,784.66	37,940.00
7	Imperial Fire Insurance Company of London, New York, N. Y.	108½	108.40	50,000.00	228.08	3,971.92	54,200.00
7	Third National Bank, New York, N. Y.	108½	108.40	15,100.00	67.02	1,201.38	16,368.40
7	Harvey, Fisk & Sons, New York, N. Y.	108½	108.40	150,000.00	671.92	11,928.08	162,600.00
7	Heidelberg, Ickelheimer & Co., New York, N. Y.	108½	108.40	10,000.00	45.62	794.38	10,840.00
7	Albuquerque National Bank, Albuquerque, N. Mex.	108½	108.40	2,000.00	8.88	159.12	2,168.00
7	Rutland County National Bank, Rutland, Vt.	108½	108.40	2,000.00	8.88	159.12	2,168.00
8	First National Bank, Brainerd, Minn.	108½	108.40	17,500.00	79.83	1,390.17	18,970.00
8	Hungarian Ladies' Society (S. D. Lux), New York, N. Y.	108½	108.40	2,000.00	9.12	158.88	2,168.00
8	Henry M. Peyser, Boston, Mass.	108½	108.40	11,000.00	50.18	873.82	11,924.00
8	Dorothea Peyser, Boston, Mass.	108½	108.40	4,500.00	20.53	357.47	4,878.00
8	First National Bank, Aberdeen, Miss.	108½	108.40	12,500.00	57.02	992.98	13,550.00
8	L. Von Hoffmann & Co., New York, N. Y.	108½	108.40	5,000.00	22.81	397.19	5,420.00
8	Bondy & Lederer, New York, N. Y.	108½	108.40	12,000.00	54.74	953.26	13,008.00
8	John M. Amory, New York, N. Y.	108½	108.40	100,000.00	456.16	7,943.84	108,400.00
8	Maverick National Bank, Boston, Mass.	108½	108.40	45,000.00	205.27	3,574.73	48,780.00
8	George D. Lipscomb, Philadelphia, Pa.	108½	108.40	1,000.00	4.56	79.44	1,084.00
8	Union National Bank, Chicago, Ill.	108½	108.40	10,000.00	45.62	794.38	10,840.00
8	A. S. Rosenbaum & Co., New York, N. Y.	108½	108.40	10,000.00	45.62	794.38	10,840.00
8	Guarantee Trust and Safe Deposit Company, Philadelphia, Pa.	108½	108.40	25,000.00	114.04	1,985.96	27,100.00
8	Joseph K. McCammon, Washington, D. C.	108½	108.40	5,000.00	22.81	397.19	5,420.00
8	National Bank of New Jersey, New Brunswick, N. J.	108½	108.40	200.00	.91	15.89	216.80
8	First National Bank, Yarmouth, Mass.	108½	108.40	600.00	2.74	47.66	650.40
8	Chemical National Bank, New York, N. Y.	108½	108.40	1,000.00	4.56	79.44	1,084.00
8	Farmers' National Bank, Hudson, N. Y.	108½	108.40	8,000.00	36.49	635.51	8,672.00
8	A. S. Hatch & Co., New York, N. Y.	108½	108.40	10,000.00	45.62	794.38	10,840.00
	Total.....			7,890,100.00	28,997.66	633,770.74	8,552,868.40

[Circular.]

PURCHASE OF BONDS.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, D. C., April 17, 1888.

Ry virtue of the authority contained in section 2 of the act of March 3, 1881 (Chapter CXXXIII of the Statutes at Large), notice is hereby given that on Monday, April 23, and daily thereafter, at noon, until further notice, proposals will be received in the office of the Secretary of the Treasury for the sale to the Government of United States bonds of the acts of July 14, 1870, and January 20, 1871.

Proposals should state the specific character of the bonds offered, whether coupon or registered, and must be for the sale of the bonds with accrued interest to and including the day of sale.

The right is reserved to reject any or all proposals for the sale of bonds if it is thought to be for the interest of the Government to do so.

C. S. FAIRCHILD,
Secretary.

S. Ex. 3—21

PURCHASE OF BONDS.

Purchases of United States 4 per cent. bonds by the Government, under Treasury Department Circular No. 42, dated April 17, 1888.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount purchased.	Accrued interest.	Net premium.	Amount paid.
1888.							
Apr. 23	Kohn, Popper & Co., New York City	125	125	\$20,000.00	\$50.41	\$4,949.59	\$25,000.00
23	Brewster, Cobb & Estabrook, Boston, Mass	125	124 $\frac{1}{2}$	15,000.00	37.81	3,693.44	18,731.25
23	Maverick National Bank, Boston, Mass	125	124.70	30,000.00	75.62	7,334.38	37,410.00
23	German National Bank, Cincinnati, Ohio	125	125	20,000.00	50.41	4,949.59	25,000.00
24	Harvey Fisk & Sons, New York City	125 $\frac{1}{2}$	125 $\frac{1}{2}$	300,000.00	789.04	75,335.96	376,125.00
24	C. C. Brown & Co., New York City	125 $\frac{1}{2}$	125 $\frac{1}{2}$	300,000.00	789.04	75,710.96	376,500.00
25	Harvey Fisk & Sons, New York City	125 $\frac{1}{2}$	126	300,000.00	789.04	77,210.96	378,000.00
25	E. Rollins Morse & Bro., Boston, Mass	125 $\frac{1}{2}$	125 $\frac{1}{2}$	90,000.00	246.58	23,040.92	113,287.50
25	Worcester Mechanics' Savings Bank, Mass.	125 $\frac{1}{2}$	125	50,000.00	136.99	12,363.01	62,500.00
26	Isadore Newman, sr., New Orleans, La.	126 $\frac{1}{2}$	126	4,700.00	13.39	1,208.61	5,922.00
26	Laura C. Outerbridge, New Brighton, Staten Island	126 $\frac{1}{2}$	125	200.00	.57	49.43	250.00
26	Harriet H. Outerbridge, New Brighton, Staten Island	126 $\frac{1}{2}$	125	50.00	.14	12.36	62.50
26	Easton National Bank of Maryland	126 $\frac{1}{2}$	126	150,000.00	427.40	38,572.60	189,000.00
26	Andrew E. Field, Barre, Vt.	126 $\frac{1}{2}$	125	1,200.00	3.42	296.58	1,500.00
26	Mary Rose Law, Deposit, N. Y.	126 $\frac{1}{2}$	125 $\frac{1}{2}$	3,000.00	8.88	756.12	3,765.00
27	Alfred E. Paradise, Jacksonville, Ill	126 $\frac{1}{2}$	125	1,500.00	4.44	370.56	1,875.00
28	Daniel Lichliter, Woodstock, Va.	126 $\frac{1}{2}$	126	600.00	1.84	154.16	756.00
30	William H. Angell, Sun Prairie, Wis.	126 $\frac{1}{2}$	126	3,000.00	9.86	770.14	3,780.00
30	Josiah Carpenter, Manchester, N. H.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	26,000.00	85.48	6,804.52	32,890.00
30	Harvey Fisk & Sons, New York City	126 $\frac{1}{2}$	126 $\frac{1}{2}$	2,500,000.00	8,219.18	654,280.82	3,162,500.00
30	Drexel & Co., Philadelphia, Pa.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	125,000.00	410.96	32,714.04	158,125.00
30	Maverick National Bank, Boston, Mass.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	50,000.00	164.38	13,085.62	63,250.00
30	Foot & French, Boston, Mass.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	10,000.00	32.88	2,617.12	12,650.00
30	Stephen P. Patch, Geneva, N. Y.	126 $\frac{1}{2}$	125	1,000.00	3.29	246.71	1,250.00
30	Robert A. Moore, Springfield, Mo.	126 $\frac{1}{2}$	125 $\frac{1}{2}$	3,000.00	9.86	755.14	3,765.00
1	Harvey Fisk & Sons, New York City	126 $\frac{1}{2}$	126	50,000.00	169.86	12,830.14	63,000.00
1	First National Bank, New York City	126 $\frac{1}{2}$	126 $\frac{1}{2}$	1,250,000.00	4,246.58	327,003.42	1,581,250.00
1	Lewis Johnson & Co., Washington, D. C.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	50,000.00	169.86	13,080.14	63,250.00
2	George C. Remey, Washington, D. C.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	30,000.00	105.21	7,844.79	37,950.00
2	Josiah Carpenter, Manchester, N. H.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	20,000.00	70.14	5,229.86	25,300.00
2	Isadore Newman, sr., New Orleans, La.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	3,600.00	12.62	941.38	4,554.00
2	Brewster, Cobb & Estabrook, Boston, Mass.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	20,000.00	70.14	5,229.86	25,300.00
2	Foot & French, Boston, Mass.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	40,000.00	140.27	10,459.73	50,600.00
2	E. R. Morse & Bro., Boston, Mass.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	145,000.00	508.49	37,916.51	183,425.00
2	Boston Marine Insurance Company, Boston, Mass.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	50,000.00	175.34	13,074.66	63,250.00
3	R. L. Day & Co., Boston, Mass.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	10,000.00	36.16	2,613.84	12,550.00
3	Crane, Parris & Co., Washington, D. C.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	2,000.00	7.23	522.77	2,530.00
3	William H. Bradley and E. W. Blatchford, trustees, Chicago, Ill	126 $\frac{1}{2}$	126 $\frac{1}{2}$	20,000.00	72.33	5,227.67	25,300.00
3	Jane Boyd, Washington, D. C.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	1,500.00	5.42	392.08	1,897.50
3	Virginia T. Lewis, Baltimore, Md.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	8,000.00	28.93	2,091.07	10,120.00
3	Angeline Lee Howard, Minneapolis, Minn.	126 $\frac{1}{2}$	126 $\frac{1}{2}$	30,000.00	108.49	7,841.51	37,950.00
3	Raleigh Savings Bank, North Carolina	126 $\frac{1}{2}$	126 $\frac{1}{2}$	1,000.00	3.62	261.38	1,265.00

4	Joseph M. Shoemaker & Co., Philadelphia, Pa.	126 1/2	5,000.00	18.63	1,306.37	6,325.00
4	Drexel & Co., Philadelphia, Pa.	126 1/2	55,000.00	204.93	14,370.07	69,575.00
4	Second National Bank, Bangor, Me.	126 1/2	100,000.00	372.60	26,127.40	126,500.00
4	Anna M. Gillis, Burlington, N. J.	126 1/2	100.00	37	26.13	126.50
4	Frank Nalle, Richmond, Va.	126 1/2	10,000.00	37.26	2,612.74	12,650.00
4	Charles Head & Co., New York City	126 1/2	400,000.00	1,490.41	104,509.59	506,000.00
4	George E. Ballard, attorney Mary E. Perry, Boston, Mass.	126 1/2	9,000.00	47.18	3,212.32	15,559.50
5	George E. Ballard, attorney G. B. Perry, Boston, Mass.	126 1/2	3,300.00	20.27	1,304.73	6,325.00
5	R. T. Gant, Knoxville, Tenn.	126 1/2	5,000.00	8.11	321.89	2,530.00
7	Mount Vernon Bank, Illinois, through First National Bank, Chicago, Ill.	126 1/2	2,000.00	4.05	258.45	1,262.50
7	C. H. Bigelow, administrator, Dowagiac, Mich.	126 1/2	1,000.00	20.82	1,304.18	6,325.00
8	Francis T. King, Baltimore, Md.	126 1/2	5,000.00	2.08	130.42	632.50
8	Ignatius M. Knott, Washington, D. C.	126 1/2	500.00	1.04	65.21	316.25
8	Ann Richards, executrix, Webster, Mass.	127 1/2	250.00	22,465.75	1,327,534.25	6,350,000.00
8	Harvey, Fisk & Sons, New York City	127 1/2	5,000.00	20.44	1,208.06	5,778.50
11	E. L. Bolles, New York City	127	4,550.00	90	52.10	253.00
11	Isadore Newman, sr., New Orleans, La.	127 1/2	200.00	24.71	1,453.42	6,978.13
11	Lewis Johnson & Co., Washington, D. C.	127 1/2	5,500.00	898.63	52,901.37	253,800.00
11	Laidlaw & Co., attorneys, New York City	126 90	200,000.00	449.32	26,550.68	127,000.00
11	National Exchange Bank, Albany, N. Y.	127	100,000.00	13.48	792.77	3,806.25
11	Paine, Weber & Co., Boston, Mass.	126 1/2	3,000.00	230.14	13,269.86	63,500.00
11	New Bedford Institution for Savings, Massachusetts	127	50,000.00	1.15	66.04	317.19
12	Ilion National Bank, Ilion, N. Y.	126 1/2	250.00	142.22	8,200.78	39,243.00
12	D. M. Chamberlain, account Blake Bros., Boston, Mass.	127	30,900.00	46.03	2,653.97	12,700.00
12	Riggs & Co., Washington, D. C.	127	10,000.00	23.01	1,326.99	6,350.00
12	John B. Manning, New York City	127	5,000.00	6.44	364.56	1,771.00
12	Gustav J. Fieberger, West Point, N. Y.	126 1/2	1,400.00	460.27	26,539.73	127,000.00
12	First National Bank, New York City	127	100,000.00	92.05	5,307.95	25,400.00
12	Drexel, Morgan & Co., New York City	127	20,000.00	46.03	2,653.97	12,700.00
12	Cahoone & Wescott, New York City	127	10,000.00	115.07	6,634.93	31,750.00
12	Randolph National Bank, West Randolph, Vt.	127	25,000.00	69.04	3,980.96	19,050.00
12	Brewster, Cobb & Estabrook, Boston, Mass.	127	15,000.00	2.41	132.59	635.00
14	A. S. Pratt & Sons, Washington, D. C.	127	500.00	2.41	132.59	635.00
14	Elizabeth Kohler, Philadelphia, Pa.	127	500.00	73.78	4,057.22	19,431.00
14	National Metropolitan Bank, Washington, D. C.	127	15,300.00	60.27	3,314.73	15,875.00
14	George H. Carleton, Georgetown, Mass.	127	12,500.00	9.64	530.36	2,540.00
14	Gustav Adolph Wolff, New York City	127	2,000.00	24.11	1,325.89	6,350.00
14	Citizens National Bank, Alexandria, Va.	127	5,000.00	24.11	1,325.89	6,350.00
14	Henry Winn, Boston, Mass.	127	5,000.00	3.13	172.37	825.50
14	A. Niemeyer, for Louisa H. and Sophie E. Niemeyer, Williamsport, Pa.	127	650.00	33.75	1,856.25	8,890.00
14	Shenandoah Valley National Bank, Winchester, Va.	127	7,000.00	241.10	13,258.90	63,500.00
14	Drexel & Co., Philadelphia, Pa.	127	50,000.00	241.10	13,258.90	63,500.00
14	National Tradesmen's Bank, New Haven, Conn.	127	57,100.00	275.33	15,141.67	72,517.00
14	Blake Bros. & Co., Boston, Mass.	127	12,650.00	62.38	3,353.12	16,065.50
15	James D. McAvoy, Keedville, Mass.	127 1/2	22,500.00	110.96	5,964.04	28,575.00
15	Samuel Watts, Boston, Mass.	127 1/2	500,000.00	2,465.75	132,534.25	635,000.00
15	William D. Sloane, New York City	127 1/2	250,000.00	1,232.88	66,267.12	317,500.00
15	G. H. Kent, New York City	127 1/2	5,000.00	24.66	1,325.34	6,350.00
15	J. M. Shoemaker & Co., Philadelphia, Pa.	127 1/2	5,000.00	24.66	1,325.34	6,350.00
15	Sailer & Stevenson, Philadelphia, Pa.	127 1/2	5,000.00	493.15	26,506.85	127,000.00
15	National Exchange Bank, Albany, N. Y.	127 1/2	100,000.00	49.32	2,650.68	12,700.00
15	Foot & French, Boston, Mass.	127 1/2	10,000.00			

PURCHASE OF BONDS.

Purchases of United States 4 per cent. bonds by the Government, under Treasury Department Circular No. 42, dated April 17, 1888—Continued.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount purchased.	Accrued interest.	Net premium.	Amount paid.
1888.							
May 16	John Spencer, Washington, D. C.	127½	127	\$800.00	\$4.03	\$211.97	\$1,016.00
16	Riggs & Co., Washington, D. C.	127½	127	20,000.00	100.82	5,299.18	25,400.00
16	William Openhym & Sons, New York City.	127½	127	10,000.00	50.41	2,649.59	12,700.00
16	Brewster, Cobb & Estarbrook, Boston, Mass.	127½	127	10,000.00	50.41	2,649.59	12,700.00
16	John Hancock National Bank, Springfield, Mass.	127½	127	50,000.00	252.05	13,247.95	63,500.00
16	Francisca V. Garrard, New Orleans, La.	127½	127	5,000.00	25.21	1,324.79	6,350.00
16	John B. Calahan, Philadelphia, Pa.	127½	127	5,100.00	25.71	1,351.29	6,477.00
16	H. E. Russell, Boston, Mass.	127½	127	800.00	4.03	211.97	1,016.00
16	National Bank of the Republic, Washington, D. C.	127½	127	4,200.00	21.17	1,112.83	5,334.00
17	A. S. Manson, Boston, Mass.	127½	127	10,300.00	53.05	2,727.95	13,081.00
17	E. D. Brooks, Boston, Mass.	127½	127	7,500.00	38.63	1,986.37	9,625.00
17	German National Bank, Cincinnati, Ohio.	127½	127	10,000.00	51.51	2,648.49	12,700.00
17	E. T. Jones, Lynn, Mass.	127½	127	4,150.00	21.38	1,099.12	5,270.50
17	Mary A. Chapin, Grand Tower, Ill.	127½	127	4,500.00	23.18	1,191.82	5,715.00
17	Winnborough National Bank, Winnborough, S. C.	127½	127	5,000.00	25.75	1,324.25	6,350.00
18	First National Bank, Shamokin, Pa.	127½	127	15,000.00	78.90	3,971.10	19,050.00
18	Andrew Simonds, Charleston, S. C.	127½	127	3,150.00	16.57	833.93	4,000.50
19	National Bank of Illinois, Chicago, Ill.	127½	127	5,000.00	26.85	1,323.15	6,350.00
19	William Holland, Baltimore, Md.	127½	127	5,000.00	26.85	1,323.15	6,350.00
19	H. C. Longley, Dana, Mass.	127½	127	100.00	.54	26.46	127.00
19	Northwestern National Bank, Chicago, Ill.	127½	127	1,150.00	6.18	304.32	1,460.50
21	E. A. Robbins, Baltimore, Md.	127½	127	200.00	1.12	52.88	254.00
21	William P. Otts, Homer, La.	127½	126½	5,000.00	27.95	1,297.05	6,325.00
22	Simonds National Bank, Sumter, S. C.	127½	127	100.00	.57	26.43	127.00
June 2	Boston Manufacturers' Mutual Fire Insurance Company, Massachusetts	127½	127	50,000.00	345.21	13,154.79	63,500.00
6	Heinrich Eggert, Saint Louis, Mo.	127½	127	550.00	4.04	144.46	698.50
7	Augusta Kircher, Belleville, Ill.	127½	126½	2,000.00	14.90	515.10	2,530.00
11	C. F. F. Rosenthal, Washington, D. C.	128	127	400.00	3.16	104.84	508.00
12	Mrs. S. D. Winter, by Georgetown National Bank, Georgetown, Mass.	127½	127	1,000.00	8.00	262.00	1,270.00
12	Kidder, Peabody & Co., New York City.	127½	*126½	13,000.00	.....	3,461.25	16,461.25
12	do.	127½	127½	4,000.00	32.00	1,073.00	5,105.00
12	First National Bank, New York City.	127½	127½	2,000,000.00	16,000.00	536,500.00	2,552,500.00
12	Julius A. Kohn, New York City.	127½	127½	140,000.00	1,120.00	37,905.00	179,025.00
12	Kidder, Peabody & Co., New York City.	127½	127½	7,600.00	60.80	2,038.70	9,639.50
13	Frederick W. Perry, New York City.	127½	127½	20,100.00	163.00	5,439.87	25,702.87
13	J. H. Lichtler, Dayton, Ohio.	128	127½	500.00	4.05	130.95	635.00
13	George Ewing, Washington, D. C.	128	127½	3,000.00	24.33	804.42	3,828.75
13	Lewis Johnson & Co., Washington, D. C.	128	*126½	1,700.00	18.65	1,079.35	5,098.00
13	do.	128	127½	2,300.00	.....	.....	.....
13	Frank Hume, trustee, Washington, D. C.	128	127½	16,000.00	129.75	4,330.25	20,460.00
14	Frederick W. Perry, New York City.	127½	127½	5,000.00	41.10	1,352.65	6,393.75
14	William W. Baker, Westfield, N. J.	127½	127	2,000.00	16.44	523.56	2,540.00

14	Kate Hoyt, Baltimore, Md.	127 1/2	500.00	4.11	132.14	636.25
14	Dick Brothers & Co., Philadelphia, Pa.	127 1/2	30,000.00	246.58	8,115.92	38,362.50
14	New Bedford Institution for Savings, Massachusetts	127 1/2	50,000.00	410.96	13,526.54	63,937.50
14	Foot & French, Boston, Mass.	127 1/2	5,000.00	41.10	1,346.40	6,387.50
15	Falkill National Bank, Poughkeepsie, N. Y.	127 1/2	10,000.00	83.29	2,704.21	12,787.50
15	First National Bank, Harrisburg, Pa.	127 1/2	50,000.00	416.44	13,521.06	63,937.50
15	Drexel & Co., Philadelphia, Pa.	127 1/2	45,000.00	374.79	12,168.96	57,543.75
15	A. Kingsland, New York City	127 1/2	800.00	6.66	216.34	1,023.00
15	Bernard McColligan, Philadelphia, Pa.	127 1/2	300.00	2.50	81.12	383.62
16	Brewster, Cobb & Estabrook, Boston, Mass.	127 1/2	15,000.00	126.58	4,054.67	19,181.25
16	Frederick W. Perry, New York City	127 1/2	500.00	4.21	135.16	639.37
16	Laidlaw & Co., attorney, New York City	127 1/2	50,000.00	421.92	13,515.58	63,937.50
18	J. F. Saum, Washington, D. C.	127 1/2	500.00	4.33	135.04	639.37
18	Maverick National Bank, Boston, Mass.	128	50,000.00	432.88	13,567.12	64,000.00
19	Harvey Fisk & Sons, New York City	128	1,000,000.00	8,767.12	271,232.88	1,280,000.00
19	Elliott Bros., Baltimore, Md.	127	25,000.00	87.67	6,750.00	31,750.00
19	Foot & French, Boston, Mass.	128	10,000.00	350.68	2,712.33	12,800.00
19	Salem Savings Bank, Salem, Mass.	128	40,000.00	87.67	10,849.32	51,200.00
20	John H. Zeller and George W. Riddell, Brazil, Ind.	126 1/2	1,000.90	26.63	268.75	1,268.75
20	Madison National Bank, London, Ohio	127	1,000.00	270.00	270.00	1,270.00
20	National Tradesmen's Bank, New Haven, Conn.	128	50,000.00	443.84	13,556.16	64,000.00
20	Montpelier National Bank, Montpelier, Vt.	127 1/2	20,000.00	177.53	5,397.47	25,575.00
20	Joseph A. Levy, New York City	128	3,000.00	26.63	813.37	3,840.00
20	Harvey Fisk & Sons, New York City	128	1,000,000.00	8,876.71	271,123.29	1,280,000.00
20	Mary E. Fleming, Washington, D. C.	128	1,000.00	8.88	271.12	1,280.00
20	David Flynn, Washington, D. C.	128	800.00	7.10	216.90	1,024.00
20	R. L. Day & Co., Boston, Mass.	128	7,700.00	68.35	2,087.65	9,856.00
21	Northwestern National Bank, Chicago, Ill.	128	50,000.00	449.32	13,550.68	64,000.00
21	William Watkins, trustee, New Bedford, Mass.	128	40,000.00	359.45	10,840.55	51,200.00
21	The Johns Hopkins Hospital, Baltimore, Md.	128	60,000.00	539.18	16,260.82	76,800.00
21	Dick Bros. & Lawrence, New York City	128	20,000.00	179.73	5,420.27	25,600.00
21	National Bank of Cohoes, N. Y.	127	17,500.00	122.21	4,725.00	22,225.00
21	George C. and Charles A. Graeber, executors, Shamokin, Pa.	128	13,600.00	8.99	3,685.79	17,408.00
21	National City Bank, Cleveland, Ohio	128	1,000.00	50.03	271.01	1,280.00
22	Lewis Day, Boston, Mass.	128	5,500.00	4.55	1,489.97	7,040.00
22	J. B. V. H. Millette, Nashua, N. H.	128	550.00	5.00	135.45	640.00
22	Charles D. Barney & Co., Philadelphia, Pa.	128	50,000.00	31.84	149.00	704.00
22	Riggs & Co., Washington, D. C.	127	3,500.00	9.10	13,500.00	63,500.00
22	Jas. M. Shoemaker & Co., Philadelphia, Pa.	128	1,000.00	54.58	948.16	4,480.00
22	National Whaling Bank, New London, Conn.	128	6,000.00	92	270.90	1,280.00
22	Glens Falls National Bank, for Chas. Parsons, sole surviving executor, Glens Falls, N. Y.	128	100.00	322.19	1,625.42	7,680.00
23	E. L. Snow, Sutton, Mass.	128	35,000.00	1.88	27.08	128.90
23	Clinton National Bank, Clinton, Mass.	128	200.00	13.19	9,477.81	44,800.00
25	Miss R. A. Belt, Washington, D. C.	128	1,400.00	235.62	54.12	1,792.00
25	Jacob Emrich, surviving executor, New York City	128	25,000.00	9.64	378.81	32,000.00
25	Vincennes National Bank, Vincennes, Ind.	128	1,000.00	241.10	6,764.38	1,280.00
27	Kate Gahagan, Washington, D. C.	128	25,000.00	13.98	270.36	32,000.00
27	Robert Flenniken, Pittsburgh, Pa.	128	1,450.00	214.58	6,758.90	1,856.00
27	Adelia L. S. Thombs, Washington, D. C.	128	22,000.00	214.58	392.02	1,856.00
28	George S. Hale, Boston, Mass.	128 1/4			5,945.42	28,160.00

* Ex, dividend.

PURCHASE OF BONDS.

Purchases of United States 4 per cent. bonds by the Government, under Treasury Department Circular No. 42, dated April 17, 1888—Continued.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount purchased.	Accrued interest.	Net premium.	Amount paid.
1888.							
June 28	George A. Heinrich, New York City.....	128 $\frac{1}{2}$	128	\$1,000.00	\$9.75	\$270.25	\$1,280.00
28	La Salle National Bank, La Salle, Ill.....	128 $\frac{1}{2}$	128	1,000.00	9.75	270.25	1,280.00
28	First National Bank of Marlboro, Mass.....	128 $\frac{1}{2}$	*127	250.00	.....	67.50	317.50
29	James Lord, executor, account executors of Caleb Wheeler, Lebanon, Pa.....	128 $\frac{1}{2}$	*127	35,000.00	.....	9,450.00	44,450.00
30	Orison B. Smith, attorney, New York City.....	128 $\frac{1}{2}$	*127	7,000.00	.....	1,890.00	8,890.00
30	Edward M. Mix, administrator, Washington, D. C.....	128 $\frac{1}{2}$	*127	300.00	.....	81.00	381.00
July 2	Isidore Newman, sr., account Isidore Newman, New Orleans, La.....	127 $\frac{1}{2}$	127	500.00	.11	134.89	635.00
2	D. Cunningham, guardian, Cadiz, Ohio.....	127 $\frac{1}{2}$	127	6,000.00	1.32	1,618.68	7,620.00
2	Charles L. Canfield, in trust, Washington, D. C.....	127 $\frac{1}{2}$	127	100.00	.02	26.98	127.00
2	Mary L. Allen, Washington, D. C.....	127 $\frac{1}{2}$	127	4,000.00	.88	1,079.12	5,080.00
3	Daniel Strouse, Philadelphia, Pa.....	127 $\frac{1}{2}$	127	10,000.00	3.29	2,696.71	12,700.00
3	Capt. Frank W. Hess, Washington, D. C.....	127 $\frac{1}{2}$	127	1,000.00	.33	269.67	1,270.00
3	H. W. Bullard, trustee, account Geo. S. Hale and H. W. Bullard, trustees, Cambridgeport, Mass.....	127 $\frac{1}{2}$	127	3,500.00	1.15	943.85	4,445.00
3	Savings Institution of Sandy Springs, Md.....	127 $\frac{1}{2}$	127	6,000.00	1.97	1,618.03	7,620.00
5	William Howard, Saint Paul, Minn.....	127 $\frac{1}{2}$	127	35,000.00	19.18	9,430.82	44,450.00
7	Ellen Rebecca Wallace, Washington, D. C.....	127 $\frac{1}{2}$	127	2,000.00	1.53	538.47	2,540.00
13	Saugerties National Bank, Saugerties, N. Y.....	127 $\frac{1}{2}$	127	32,000.00	45.59	8,594.41	40,640.00
14	W. Ellerbrook, account H. Ellerbrook, Washington, D. C.....	127 $\frac{1}{2}$	127	1,000.00	1.53	268.47	1,270.00
16	Ellen Kennedy, Washington, D. C.....	127 $\frac{1}{2}$	127	200.00	.35	53.65	254.00
17	Daniel R. Noyes, administrator, Saint Paul, Minn.....	127 $\frac{1}{2}$	127	100.00	.19	26.81	127.00
17	Lewis H. Giles, cashier Georgetown National Bank, Mass., for Kendrick W. Pickett.....	127 $\frac{1}{2}$	127	1,000.00	1.86	268.14	1,270.00
20	Second National Bank of Erie, Pa.....	127 $\frac{1}{2}$	127 $\frac{1}{2}$	250,000.00	547.95	67,264.55	317,812.50
21	Mrs. D. A. Spencer, Washington, D. C.....	127 $\frac{1}{2}$	127	800.00	1.84	214.16	1,016.00
23	Frank H. Bailey, Gowanda, N. Y.....	127 $\frac{1}{2}$	127	100.00	.25	26.75	127.00
23	Harvey Lyon, Midland City, Mich.....	127 $\frac{1}{2}$	127 $\frac{1}{2}$	400.00	1.01	107.49	508.50
23	Henry H. Watkins, Philadelphia, Pa.....	127 $\frac{1}{2}$	127	5,000.00	12.60	1,337.40	6,350.00
23	De Volson Wood, Boonton, N. J.....	127 $\frac{1}{2}$	127 $\frac{1}{2}$	1,000.00	2.63	268.62	1,271.25
24	Emily F. Tichenor, Patchogue, L. I.....	127 $\frac{1}{2}$	127 $\frac{1}{2}$	1,000.00	2.74	268.51	1,271.25
25	Levi Sohl, Noblesville, Ind.....	127 $\frac{1}{2}$	127 $\frac{1}{2}$	2,000.00	6.79	538.21	2,545.00
31	Valentine John Newman, Negaunee, Mich.....	127 $\frac{1}{2}$	127 $\frac{1}{2}$	3,350.00	12.48	900.39	4,262.87
Aug. 3	Anderson County Deposit Bank, Lawrenceburgh, Ky.....	127 $\frac{1}{2}$	127 $\frac{1}{2}$	500.00	2.03	134.22	636.25
6	H. Hoenthal, De Soto, Mo.....	127 $\frac{1}{2}$	127 $\frac{1}{2}$	700.00	3.07	187.68	890.75
9	Dickinson & Alling, New York City.....	127 $\frac{1}{2}$	127.34	10,000.00	48.22	2,685.78	12,734.00
13	National Bank of Jefferson, Tex., account Mary L. Ballauf.....	127 $\frac{1}{2}$	127.34	6,650.00	32.07	1,786.04	8,468.11
13	Frank Geise, attorney, account George F. Motter, executor, York, Pa.....	127 $\frac{1}{2}$	127 $\frac{1}{2}$	600.00	2.89	159.86	762.75
14	First National Bank, New York City.....	127 $\frac{1}{2}$	127 $\frac{1}{2}$	1,325,000.00	6,534.25	359,497.00	1,691,031.25
14	Julius A. Kohn, New York City.....	127 $\frac{1}{2}$	127 $\frac{1}{2}$	22,000.00	108.49	5,969.01	28,077.50
14	Maverick National Bank, Boston, Mass.....	127 $\frac{1}{2}$	127 $\frac{1}{2}$	100,000.00	493.15	27,069.35	127,562.50
14	Peoples' National Bank, McMinnville, Tenn.....	127 $\frac{1}{2}$	127 $\frac{1}{2}$	10,000.00	49.31	2,688.19	12,737.50
14	John Jacob Neuer, Marietta, Ohio.....	127 $\frac{1}{2}$	127 $\frac{1}{2}$	1,000.00	4.93	271.32	1,276.25
15	Eliza J. Beare, Washington, D. C.....	127 $\frac{1}{2}$	127 $\frac{1}{2}$	600.00	3.02	162.73	765.75

PURCHASE OF BONDS.

Purchases of United States 4 per cent. bonds by the Government, under Treasury Department Circular No. 42, dated April 17, 1888—Continued.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount purchased.	Accrued interest.	Net premium.	Amount paid.
1888.							
Sept. 20	John A. Muir, Alexandria, Va.	130½	129½	\$2,000.00	\$17.97	\$572.03	\$2,590.00
20	Lewis Johnson & Co., Washington, D. C.	130½	*129	6,200.00	.....	1,798.00	7,998.00
20	do.	130½	130	2,550.00	22.92	742.08	3,315.00
20	Harvey Fisk & Sons, New York City	130½	130	3,000,000.00	26,958.90	873,041.10	3,900,000.00
20	First National Bank of Jefferson, at Charlestown, W. Va.	130½	130	37,500.00	336.99	10,913.01	48,750.00
21	Watertown National Bank, Watertown, N. Y.	130½	*129	45,000.00	.....	13,050.00	58,050.00
21	Brewster, Cobb & Estabrook, Boston, Mass.	130½	130	10,000.00	90.96	2,909.04	13,000.00
21	Drexel & Co., Philadelphia, Pa.	130½	130	25,000.00	227.40	7,272.60	32,500.00
21	do.	130½	*129	25,000.00	.....	7,250.00	32,250.00
21	C. H. Smithers & Co., New York City	130½	130	500,000.00	4,547.95	145,452.05	650,000.00
21	Jos. M. Shoemaker & Co., Philadelphia, Pa.	130½	130	10,000.00	90.96	2,909.04	13,000.00
21	Unger, Smithers & Co., New York, account Bank of New York National Banking Association, New York City	130½	130	200,000.00	1,819.18	58,180.82	260,000.00
21	Unger, Smithers & Co., New York City	130½	130	1,800,000.00	16,372.60	523,627.40	2,340,000.00
22	Geo. F. Manson, administrator, Boston, Mass.	130½	130	6,000.00	55.23	1,744.77	7,800.00
22	Harvey Fisk & Sons, New York City	130½	130	300,000.00	2,761.64	87,238.36	390,000.00
22	do.	130½	130	200,000.00	1,841.10	58,158.90	260,000.00
22	National Exchange Bank, Lynchburgh, Va.	130½	130	60,000.00	552.33	17,447.67	78,000.00
22	The Lawyers' Title Insurance Company, New York City	130½	130	36,000.00	331.40	10,468.60	46,800.00
22	L. Gregg, executor, Fayetteville, Ark.	130½	*129	18,000.00	.....	5,220.00	23,220.00
22	J. D. Hearne, Cincinnati, Ohio	130½	130	15,000.00	138.08	4,361.92	19,500.00
22	F. L. Baldwin, account William Maxhimer, guardian, Massillon, Ohio	130½	130	350.00	3.22	101.78	455.00
24	Harvey Fisk & Sons, New York City	130½	130	750,000.00	7,068.49	217,931.51	975,000.00
24	First National Bank, New York City	130½	130	900,000.00	8,482.19	261,517.81	1,170,000.00
24	do.	130½	130	500,000.00	4,712.33	145,287.67	650,000.00
24	do.	130½	130	250,000.00	2,356.16	72,643.84	325,000.00
24	do.	130½	*128½	2,000.00	.....	575.00	2,575.00
24	Masonic Savings Bank, Louisville, Ky.	130½	130	205,300.00	1,944.31	59,945.69	268,190.00
24	Second National Bank, Toledo, Ohio	130½	130	7,000.00	65.97	2,034.03	9,100.00
24	Foot & French, Boston, Mass.	130½	130	21,700.00	204.52	6,305.48	28,210.00
24	National Union Bank of Watertown, N. Y.	130½	130	700,000.00	6,673.97	203,326.03	910,000.00
25	Harvey Fisk & Sons, New York City	130½	130	100,000.00	953.42	29,046.58	130,000.00
25	Commonwealth Insurance Company, New York City	130½	130	100,000.00	953.42	29,046.58	130,000.00
25	Union Dime Savings Institution, New York City	130½	130	15,000.00	143.01	4,356.99	19,500.00
25	Foot & French, Boston Mass.	130½	130	2,000.00	19.07	580.93	2,600.00
25	German-American Bank, New York City	130½	*129	10,000.00	.....	2,900.00	12,900.00
25	Maverick National Bank, Boston, Mass.	130½	130	10,000.00	95.34	2,904.66	13,000.00
25	do.	130½	130	1,500.00	14.30	435.70	1,950.00
25	Christine Zany, New York City	130½	*129	50,000.00	.....	14,500.00	64,500.00
25	Cincinnati Gas Light and Coke Company, Ohio	130½	*128½	200.00	.....	57.00	257.00
25	W. J. H. Bellamy, account Mary W. Bellamy, Wilmington, N. C.	130½	*129	100,000.00	.....	29,000.00	129,000.00
25	First National Bank of Oswego, N. Y.	130½	130	50,000.00	476.71	14,523.29	65,000.00
25	do.	130½	130	50,000.00	.....	.....	.....

26	Covington City National Bank, Covington, Ky.....	130 ¹	238,000.00	2,295.23	69,104.77	309,400.00
26	Brewster, Cobb & Estabrook, Boston, Mass.....	130 ¹	10,000.00	96.44	2,903.56	13,000.00
26	John D. Marston, Georgiaville, R. I.....	130 ¹	800.00	.....	232.00	1,032.00
26	Foot & French, Boston, Mass.....	120 ¹	15,000.00	144.66	4,355.34	19,500.00
26	Russell Sage, New York City.....	130 ¹	100,000.00	964.38	29,035.62	130,000.00
27	First National Bank of Groton, N. Y., account First National Bank, New York City.....	130 ¹	60,000.00	585.21	17,414.79	78,000.00
27	Louis Hoffstalter, Louisville, Ky.....	130 ¹	1,500.00	.....	420.00	1,920.00
27	Farmers' National Bank of York, Pa.....	130 ¹	150,000.00	1,463.01	43,536.99	195,000.00
27	Mrs. Henrietta Greenebaum, account William Greenebaum and others, Baltimore, Md.....	130 ¹	3,000.00	29.26	870.74	3,900.00
27	Alfred B. Redfield, Hartford, Conn.....	130 ¹	3,000.00	29.26	870.74	3,900.00
27	German National Bank, Cincinnati, Ohio.....	130 ¹	25,000.00	243.84	7,256.16	32,500.00
27	do.....	130 ¹	10,000.00	.....	2,900.00	12,900.00
27	Lucius Lilley, Tecumseh, Mich.....	130 ¹	6,000.00	.....	1,740.00	7,740.00
27	John R. McLean, Washington, D. C.....	130 ¹	80,000.00	780.27	23,219.73	104,000.00
27	First National Bank, Elizabeth, N. J.....	130 ¹	50,000.00	487.67	14,512.33	65,000.00
27	Elliott F. Shepard, New York City.....	130 ¹	1,000,000.00	9,753.42	290,246.58	1,300,000.00
27	First National Bank, New York City.....	130 ¹	100,000.00	975.34	29,024.66	130,000.00
27	do.....	130 ¹	100,000.00	975.34	29,024.66	130,000.00
28	Jacques Krakauer, New York City.....	130 ¹	2,000.00	19.73	580.27	2,600.00
28	New Bedford Institution for Savings, Mass.....	130 ¹	50,000.00	493.15	14,506.85	65,000.00
28	W. B. Welch, Fayetteville, Ark.....	130 ¹	9,000.00	.....	2,610.00	11,610.00
28	Spencer National Bank, Spencer, Mass.....	130 ¹	2,500.00	24.66	725.34	3,250.00
28	Jonathan C. Calhoun, Washington, D. C.....	130 ¹	900.00	8.88	261.12	1,170.00
28	Mechanics' Insurance Company, Philadelphia, Pa.....	130 ¹	30,000.00	295.89	8,704.11	39,000.00
29	R. B. Farquhar, executor, Rockville, Md.....	130 ¹	150.00	.....	43.50	193.50
29	Western National Bank, New York City.....	130 ¹	50,000.00	.....	14,500.00	64,500.00
29	Virginia MacFarlane, account Matilda, Virginia, and Euphemia MacFarlane, Washington, D. C.....	130 ¹	2,550.00	.....	739.50	3,289.50
29	Faneuil Hall National Bank, Boston, Mass.....	130 ¹	304,650.00	.....	88,348.50	392,998.50
29	Jonathan V. Fletcher, care of Faneuil Hall National Bank, Boston, Mass.....	130 ¹	10,000.00	100.00	2,900.00	13,000.00
29	Welden National Bank, Saint Albans, Vt.....	130 ¹	5,000.00	.....	1,450.00	6,450.00
29	Mary A. Richardson, Chicago, Ill.....	130 ¹	1,100.00	11.00	319.00	1,430.00
1	National Bank of Raleigh, N. C.....	129 ¹	50,000.00	5.48	14,494.52	64,500.00
3	William D. Sloane, New York City.....	129 ¹	1,000,000.00	328.77	289,671.23	1,290,000.00
3	National City Bank, Cleveland, Ohio.....	129 ¹	10,000.00	3.29	2,896.71	12,900.00
3	Frederick County National Bank, Frederick, Md.....	129 ¹	12,000.00	3.95	3,476.05	15,480.00
3	George W. Beard, Boston, Mass.....	129 ¹	1,000.00	.33	289.67	1,290.00
3	Bassett, Whitney & Co., Boston, Mass., account First National Bank of Lynn, Mass.....	129 ¹	100,000.00	32.88	28,967.12	129,000.00
4	Hampden Savings Bank, Springfield, Mass.....	129 ¹	50,000.00	21.92	14,478.08	64,500.00
4	Foot & French, Boston, Mass.....	129 ¹	15,000.00	6.58	4,343.42	19,350.00
4	National Exchange Bank, Providence, R. I.....	129 ¹	450,000.00	197.26	130,302.74	580,500.00
4	Ware National Bank, Ware, Mass.....	129 ¹	50,000.00	21.92	14,478.08	64,500.00
4	Maverick National Bank, Boston, Mass.....	129 ¹	150,000.00	65.75	43,434.25	193,500.00
4	S. Bernheimer & Sons, for Margaret Hechtel, Saint Louis, Mo.....	129 ¹	81,000.00	35.51	23,454.49	104,490.00
5	Maverick National Bank, Boston, Mass.....	129 ¹	260,000.00	142.47	75,257.53	335,400.00
5	Maverick National Bank, Boston, Mass., for Rutland County National Bank, Rutland, Vt.....	129 ¹	100,000.00	54.79	28,945.21	129,000.00
5	Luther C. Smith, Sunbury, Pa.....	129 ¹	1,000.00	.55	289.45	1,290.00
5	Mary Rose Law, Deposit, N. Y.....	129 ¹	1,000.00	.55	289.45	1,290.00
5	First National Bank, Jefferson City, Mo.....	129 ¹	32,500.00	17.81	9,407.19	41,925.00
5	Spencer National Bank, Spencer, Mass.....	129 ¹	300.00	.16	86.84	387.00

* Ex. dividend.

PURCHASE OF BONDS.

Purchases of United States 4 per cent. bonds by the Government, under Treasury Department Circular No. 42, dated April 17, 1888—Continued.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount purchased.	Accrued interest.	Net premium.	Amount paid.
1888.							
Oct.	Maverick National Bank, Boston, Mass.	129½	129	\$100,000.00	\$65.75	\$28,934.25	\$129,000.00
6	Frank H. Phipps, curator, Morristown, N. J.	129½	129	5,100.00	3.35	1,475.65	6,579.00
6	First National Bank, Groton, N. Y.	129½	129	15,000.00	9.86	4,340.14	19,350.00
6	Matthew Henning and Mary E. Henning, Garden Plain, Ill.	129½	129	1,800.00	1.18	520.82	2,322.00
6	Harvey Fisk & Sons, New York City.	129½	129	1,000,000.00	657.53	289,342.47	1,290,000.00
6	Foot & French, Boston, Mass.	129½	129	15,000.00	9.86	4,340.14	19,350.00
6	North National Bank, Boston, Mass.	129½	129	200,000.00	131.51	57,868.49	258,000.00
6	Valley National Bank, Lebanon, Pa.	129½	129	25,000.00	16.44	7,233.56	32,250.00
6	Wakefield National Bank, Wakefield, R. I.	129½	129	50,000.00	32.88	14,467.12	64,500.00
8	Weybosset National Bank, Providence, R. I.	129½	129	60,000.00	52.60	17,347.40	77,400.00
8	Samuel Beerbower, West Chester, Pa.	129½	129	900.00	.79	260.21	1,161.00
8	Garrett Smith, Scranton, Pa.	129½	128	2,500.00	2.19	697.81	3,200.00
8	German National Bank, Cincinnati, Ohio	129½	129	22,000.00	19.29	6,360.71	28,380.00
8	The Bund Sorgenfrei, New York City.	129½	129	1,000.00	.88	289.12	1,290.00
8	Jefferson County National Bank, Watertown, N. Y.	129½	129	49,000.00	42.96	14,167.04	63,210.00
8	do.	129½	129	1,000.00	.88	289.12	1,290.00
8	Mrs. Frances T. Braun, Lakewood, N. J.	129½	128	100.00	.09	27.91	128.00
8	Rhode Island National Bank, Providence, R. I.	129½	129	395,000.00	346.30	114,203.70	509,550.00
8	Chase National Bank, New York City.	129½	129	1,000,000.00	876.71	289,123.29	1,290,000.00
9	Faneuil Hall National Bank, Boston, Mass.	129½	129	150,000.00	147.95	43,352.05	193,500.00
9	John F. McMullen and John H. Williams, executors, Ellicott City, Md.	129½	129	19,000.00	18.74	5,491.26	24,510.00
9	Drexel, Morgan & Co., New York City.	129½	129	141,150.00	139.22	40,794.28	182,083.50
9	Comptroller of Currency, Washington, D. C., for Henrietta National Bank, Texas.	129½	129	12,500.00	12.33	3,612.67	16,125.00
9	Harvey Fisk & Sons, New York City.	129½	129	2,000,000.00	1,972.60	578,027.40	2,580,000.00
9	John Murphy, Detroit, Mich.	129½	129	1,000.00	.99	289.01	1,290.00
9	Mayhew Plater, Washington, D. C.	129½	129	9,000.00	8.88	2,601.12	11,610.00
9	Perkiomen National Bank of Pennsylvania, East Greenville, Pa.	129½	129	75,000.00	73.97	21,676.03	96,750.00
9	Fourth National Bank, Providence, R. I.	129½	129	50,000.00	49.32	14,450.68	64,500.00
9	Horatio King, Washington, D. C.	129½	129	250.00	.25	72.25	322.50
9	Union National Bank, Chicago, Ill.	129½	129	43,000.00	42.41	12,427.59	55,470.00
9	Half-Dime Savings Bank, Orange, N. J.	129½	129	35,000.00	34.52	10,115.48	45,150.00
9	Brewster, Cobb & Estabrook, Boston, Mass.	129½	129	200,000.00	197.26	57,802.74	258,000.00
9	First National Bank, New York City.	129½	129	1,200,000.00	1,183.56	346,816.44	1,548,000.00
9	National Mechanics' Bank, Baltimore, Md.	129½	129	21,000.00	20.71	6,069.29	27,090.00
9	Isabella G. King, Washington, D. C.	129½	129	1,300.00	1.29	375.72	1,677.00
9	William Watkins, trustee, New Bedford, Mass.	129½	129	10,000.00	9.86	2,890.14	12,900.00
9	Unger, Smithers & Co., New York City.	129½	129	400,000.00	394.52	115,605.48	516,000.00
9	First National Bank, Woburn, Mass.	129½	129	100,000.00	98.63	28,901.37	129,000.00
9	Wakefield National Bank, Wakefield, R. I., account Edward W. Hazard	129½	129	5,000.00	4.93	1,445.07	6,450.00
Nov. 19	Elmer E. Segar, Quincy, Ill.	128½	125	2,200.00	12.05	537.95	2,750.00
	Total.			51,334,850.00	280,321.21	14,307,665.57	65,922,836.78

PURCHASE OF BONDS.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount purchased.	Accrued interest.	Net premium.	Amount paid.
1888.							
Apr. 25	Harvey Fisk & Sons, New York City	107½	107½	\$2,400,000.00	\$16,569.86	\$163,430.14	\$2,580,000.00
27	E. R. Morse & Bros., Boston, Mass	108	107½	90,000.00	643.56	6,218.94	96,862.50
28	C. D. & J. H. Leverich, New York City	107½	107½	100,000.00	727.40	6,897.60	107,625.00
May 1	Harvey Fisk & Sons, New York City	107½	107½	50,000.00	388.36	3,424.14	53,812.50
2	Jos. M. Shoemaker & Co., Philadelphia, Pa	107½	107½	11,700.00	90.88	815.87	12,606.75
2	C. D. & J. H. Leverich, New York City	107½	107½	100,000.00	776.71	6,973.29	107,750.00
2	Maverick National Bank, Boston, Mass	107½	107½	65,000.00	504.86	4,532.64	70,037.50
2	Mark Levy, Washington, D. C.	107½	107½	500.00	3.88	33.62	537.50
3	First National Bank, New York City	107½	107½	581,750.00	4,590.25	40,495.38	626,835.63
3	C. D. & J. H. Leverich, New York City	107½	107½	500,000.00	3,945.20	34,804.80	538,750.00
3	Herman Blaskopf, New York City	107½	107½	3,000.00	23.67	208.83	3,232.50
3	Brewster, Cobb & Estabrook, Boston, Mass	107½	107½	120,000.00	946.85	8,353.15	129,300.00
4	First National Bank, New York City	108	107½	58,000.00	450.49	4,044.51	62,495.00
4	London and San Francisco Bank, San Francisco, Cal., by Riggs & Co.	108	107½	50,000.00	400.68	3,349.32	53,750.00
4	Lincoln National Bank, Bath, Me	108	107½	60,000.00	480.82	4,169.18	64,650.00
5	Savings Institution, Williamsport, Pa	108	107½	5,000.00	40.68	346.82	5,387.50
5	Riggs & Co., Washington, D. C.	108	107½	21,000.00	170.88	1,456.62	22,627.50
7	J. D. Halcombe, Cleveland, Ohio	108	107½	3,000.00	25.15	207.35	3,232.50
9	Arkansas National Bank, Hot Springs, Ark	108	107½	11,000.00	94.93	757.57	11,852.50
9	First National Bank, Mount Joy, Pa.	108	107½	25,000.00	215.75	1,721.75	26,937.50
9	The Worcester Mechanics' Savings Bank, Massachusetts	108	107½	100,000.00	863.01	6,886.99	107,750.00
10	George Johnston, Uhrichsville, Ohio	108	107½	5,000.00	43.77	343.73	5,387.50
10	John Bolgiano, treasurer, Baltimore City Passenger Railway Company, Baltimore, Md.	108	107½	15,000.00	131.30	1,031.20	16,162.50
10	Patchogue Bank, Patchogue, N. Y.	108	107½	2,500.00	21.88	171.87	2,693.75
11	Harvey Fisk & Sons, New York City	108	108	2,000,000.00	17,753.42	142,246.58	2,160,000.00
11	Julius A. Kohn, New York City	108	108	50,000.00	443.84	3,556.16	54,000.00
11	John Garitee, Philadelphia, Pa.	108	107½	2,500.00	22.19	171.56	2,693.75
11	Paine, Webber & Co., Boston, Mass	108	108	12,000.00	106.52	853.48	12,960.00
12	First National Bank, New York City	108	108	63,650.00	572.85	4,519.15	68,742.00
12	Maverick National Bank, Boston, Mass	108	108	85,000.00	765.00	6,035.00	91,800.00
12	Baltimore City Passenger Railway Company, Maryland	108	107½	15,000.00	135.00	1,027.50	16,162.50
12	L. & S. Wormser, New York City	108	108	50,500.00	454.50	3,585.50	54,540.00
12	Drexel, Morgan & Co., New York City	108	108	10,000.00	90.00	710.00	10,800.00
12	Glen's Falls National Bank, Glen's Falls, N. Y.	108	107.85	50,000.00	450.00	3,475.00	53,925.00
12	National Bank of Redemption, Boston, Mass	108	*106½	100,000.00	.....	6,750.00	106,750.00
12	Cahoone & Wescott, New York City	108	108	25,000.00	225.00	1,775.00	27,000.00
12	Brewster, Cobb & Estabrook, Boston, Mass	108	108	15,000.00	135.00	1,065.00	16,200.00
12	Nathaniel Heath, Boston, Mass	108	108	10,000.00	90.00	710.00	10,800.00
14	Blake Bros. & Co., Boston, Mass	108	108	2,100.00	19.42	148.58	2,268.00
14	W. J. Wilson, New York City	108	108	19,500.00	180.31	1,379.69	21,060.00

*Ex. dividend.

Purchases of United States 4½ per cent. bonds by the Government, under Treasury Department Circular No. 42, dated April 17, 1888—Continued.

PURCHASE OF BONDS.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount purchased.	Accrued interest.	Net premium.	Amount paid.
1888.							
May 14	A. Niemeyer, Williamsport, Pa.	108	108	\$10,000.00	\$92.47	\$707.53	\$10,800.00
14	E. J. Hanks, New York City	108	108	15,000.00	138.70	1,061.30	16,200.00
14	Frank Rosenberg & Co., Baltimore, Md.	108	*106½	100,000.00	.....	6,875.00	106,875.00
15	Augustus Floyd, New York City	108	108	5,000.00	46.85	353.15	5,400.00
15	John T. Way, New Brunswick, N. J.	108	108	5,000.00	46.85	353.15	5,400.00
15	Hugh Boyd, New Brunswick, N. J.	108	108	1,400.00	13.12	98.88	1,512.00
15	John Moser, Williamsport, Pa.	108	108	1,000.00	9.37	70.63	1,080.00
15	Kidder, Peabody & Co., Boston, Mass.	108	108	1,000.00	9.37	70.63	1,080.00
15	Frank Rosenberg & Co., Baltimore, Md.	108	*106½	20,000.00	.....	1,375.00	21,375.00
15	Foot & French, Boston, Mass.	108	108	5,500.00	51.53	388.47	5,940.00
15	C. H. Zehnder, attorney, Berwick, Pa.	108	108	70,000.00	655.89	4,944.11	75,600.00
16	John B. Calahan, Philadelphia, Pa.	108½	108	50.00	.47	3.53	54.00
16	First National Bank, Pittsburgh, Pa.	108½	108	16,500.00	156.64	1,163.36	17,820.00
16	William Potter, Philadelphia, Pa.	108½	*106½	18,000.00	.....	1,237.50	19,237.50
16	Annie M. Dalzell, Washington, D. C.	108½	108	200.00	1.90	14.10	216.00
16	The Worcester Mechanics' Savings Bank, Massachusetts	108½	108	55,000.00	522.12	3,877.88	59,400.00
17	Frank Rosenberg & Co., Baltimore, Md.	108½	*106½	63,000.00	.....	4,331.25	67,331.25
17	Fred F. Gleason, Richmond, Va.	108½	108	2,000.00	19.23	140.77	2,160.00
17	Second National Bank, Louisville, Ky.	108½	108	100,000.00	961.64	7,038.36	108,000.00
17	Samuel G. King, Philadelphia, Pa.	108½	108	15,000.00	144.25	1,055.75	16,200.00
18	Thesta Dana, Washington, D. C.	108½	108	1,000.00	9.74	70.26	1,080.00
18	Smith Duffon, Providence, R. I.	108½	108	9,100.00	88.63	639.37	9,828.00
19	Henry M. Peyser & Co., New York City	108½	108	10,000.00	98.63	701.37	10,800.00
21	R. W. Cutler, Hartford Trust Company, Hartford, Conn.	108½	108	500.00	5.05	34.95	540.00
22	Joseph B. F. Osgood and Robert Brookhouse, trustees, Salem, Mass.	108½	108	6,500.00	66.51	453.49	7,020.00
23	Harriet S. Wilkinson, Philadelphia, Pa.	108½	108	4,000.00	41.42	278.58	4,320.00
24	Hanover Fire Insurance Company, New York City	108½	108	85,000.00	890.75	5,909.25	91,800.00
25	Jesse H. Griffen, executor and trustee, Yorktown, N. Y.	108½	*106½	500.00	.....	34.38	534.38
25	Euclid Avenue National Bank, Cleveland, Ohio.	108½	108	10,000.00	106.03	693.97	10,800.00
29	Nahum Longley, Royalston, Mass.	108½	108	1,000.00	11.10	68.90	1,080.00
31	J. J. Waters, guardian, Washington, D. C.	108½	*106½	250.00	.....	17.19	267.19
June 2	William Ayers, Philadelphia, Pa.	107½	106.92	550.00	.14	37.92	588.06
6	Washington McLean, Washington, D. C.	107½	107	7,000.00	5.18	484.82	7,490.00
6	Foot & French, Boston, Mass.	107½	107	5,000.00	3.70	346.30	5,350.00
6	Carrie E. Milner, Chicago, Ill.	107½	107	1,000.00	.74	69.26	1,070.00
6	Mary Jane Selleck, Yonkers, N. Y.	107½	107	1,000.00	.74	69.26	1,070.00
6	Foot & French, Boston, Mass.	107½	107	10,000.00	7.40	692.60	10,700.00
7	First National Bank, Marathou, N. Y.	107½	106.961	15,000.00	12.95	1,031.20	16,044.15
7	Bank of Genesee, Batavia, N. Y.	107½	106.961	20,000.00	17.26	1,374.94	21,392.20
8	Joseph H. Towne, trustee, Salem, Mass.	107½	107	3,000.00	2.96	207.04	3,210.00
8	First National Bank, Cassopolis, Mich.	107½	107	37,500.00	36.99	2,588.01	40,125.00
9	National State Bank, Mount Pleasant, Iowa	107½	106.986	25,500.00	28.29	1,753.14	27,281.43

Purchases of United States 4½ per cent. bonds by the Government, under Treasury Department Circular No. 42, dated April 17, 1888—Continued.

PURCHASE OF BONDS.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount purchased.	Accrued interest.	Net premium.	Amount paid.
1888.							
Sept. 6	Lewis Johnson & Co., Washington, D. C.	106½	106½	\$1,000.00	\$0.74	\$66.76	\$1,067.50
6	Joseph M. Shoemaker & Co., Philadelphia, Pa.	106½	106½	4,500.00	3.33	300.42	4,803.75
6	Schulz & Ruckgaber, New York City.	106½	106½	5,000.00	3.70	333.80	5,337.50
6	Walston H. Brown & Bros., New York City.	106½	106½	9,000.00	6.66	600.84	9,607.50
7	Anna Shuman, Washington, D. C.	107	106½	500.00	43	33.32	533.75
7	Merchants' National Bank, Portland, Me.	107	106½	10,000.00	8.63	653.87	10,662.50
10	John D. Platt, by Commercial National Bank, Waterloo, Iowa, account Importers and Traders' National Bank, New York City.	107	106½	1,000.00	1.23	66.27	1,067.50
10	Hugh Boyd, New Brunswick, N. J.	107	106½	200.00	.25	13.25	213.50
12	Dickinson & Alling, New York City.	107	106.82	16,800.00	24.85	1,120.91	17,945.76
13	National Bank of Commerce, New York City.	107	106.90	400,000.00	641.10	26,958.90	427,600.00
13	Harvey Fisk & Sons, New York City.	107	106½	1,500,000.00	2,404.11	100,720.89	1,603,125.00
14	Foot & French, Boston, Mass.	107	106.92	15,000.00	25.89	1,012.11	16,038.00
14	Emigrant Industrial Savings Bank, New York City.	107	106.92	500,000.00	863.01	33,736.99	534,600.00
17	Eugene Mueller, Indianapolis, Ind.	107½	106.90	300.00	.63	20.07	320.70
17	Alexander Perry, New York City.	107½	106.92	30,000.00	62.88	2,013.12	32,076.00
18	Harvey Fisk & Sons, New York City.	107½	107½	1,000,000.00	2,219.18	69,030.82	1,071,250.00
18	Washington McLean, Washington, D. C.	107½	107½	13,000.00	28.85	897.40	13,926.25
19	Continental National Bank, New York City.	107½	107½	10,500.00	24.60	723.52	11,248.12
19	National Bank of Middlebury, Vt., account S. L. Bissell.	107½	107	1,000.00	2.34	67.66	1,070.00
19	Edward Sweet & Co., New York City.	107½	107½	110,000.00	257.67	7,579.83	117,837.50
19	Joseph M. Shoemaker & Co., Philadelphia, Pa.	107½	107½	1,500.00	3.51	103.36	1,606.87
20	Thomas A. Wilson & Bro., Baltimore, Md.	107½	107½	1,000.00	2.47	68.78	1,071.25
20	Harvey Fisk & Sons, New York City.	107½	107½	500,000.00	1,232.88	35,017.12	536,250.00
20	Second National Bank, Elmira, N. Y.	107½	107½	100.00	.25	7.00	107.25
20	Lewis Johnson & Co., Washington, D. C.	107½	107½	650.00	1.60	45.52	697.12
20	Julius A. Kohn, New York City.	107½	107½	125,000.00	308.22	8,754.28	134,062.50
20	Second National Bank, Manchester, N. H.	107½	107½	50,000.00	123.29	3,439.21	53,562.50
20	Foot & French, Boston, Mass.	107½	107½	15,000.00	36.99	1,031.76	16,068.75
21	Drexel & Co., Philadelphia, Pa.	107½	107½	25,000.00	64.73	1,747.77	26,812.50
22	Dr. M. O. Malley, Philadelphia, Pa.	107½	107½	1,100.00	2.98	76.77	1,179.75
22	Harvey Fisk & Sons, New York City.	107½	107½	725,000.00	1,966.44	52,408.56	779,375.00
22	John Worthington, New York City.	107½	107½	500.00	1.36	34.89	536.25
22	Henry S. King, trustee, Baltimore, Md.	107½	107½	5,000.00	13.56	342.69	5,356.25
22	Julius A. Kohn, New York City.	107½	107½	71,000.00	192.58	5,043.67	76,236.25
24	Foot & French, Boston, Mass.	107½	107½	5,000.00	14.79	347.71	5,362.50
24	Masonic Savings Bank, Louisville, Ky.	107½	107	500.00	1.48	33.52	535.00
24	Beneficial Savings Fund Society, Philadelphia, Pa.	107½	107½	100,000.00	295.89	7,204.11	107,500.00
24	First National Bank, New York City.	107½	107½	10,000.00	29.59	720.41	10,750.00
24	do.	107½	107½	40,000.00	123.29	2,876.71	43,000.00
24	Watertown National Bank, Watertown, N. Y.	107½	107½	5,000.00	14.79	360.21	5,375.00
24	National Union Bank of Watertown, N. Y.	107½	107½	33,300.00	98.53	2,315.72	35,714.25

PURCHASE OF BONDS.

25	Maverick National Bank, Boston, Mass.	107½	10,200.00	31.44	733.56	10,965.00
25	Footo & French, Boston, Mass.	107½	10,000.00	30.82	719.18	10,750.00
25	Union National Bank, Chicago, Ill.	107½	20,000.00	61.64	1,438.36	21,500.00
26	Brewster, Cobb & Estabrook, Boston, Mass.	107½	8,000.00	25.64	574.36	8,600.00
26	Bernard McColgan, Wilmore, Pa., account B. K. Jamison & Co., Philadelphia, Pa.	107½	8,450.00	27.09	606.66	9,083.75
26	Russell Sage, New York City	107½	150,000.00	480.82	10,769.18	161,250.00
27	Julius A. Kohn, New York City	107½	80,000.00	266.30	5,933.70	86,200.00
27	Society for Savings, Cleveland, Ohio, account American Exchange National Bank, etc., New York City	107½	100,000.00	332.88	7,125.00	107,457.88
28	Joseph M. Shoemaker & Co., Philadelphia, Pa.	107½	3,300.00	11.39	244.36	3,555.75
28	Savings Bank of Baltimore, Md.	107½	100,000.00	345.21	7,154.79	107,500.00
28	E. F. Hatch, Richmond, Va., by National Bank of the Republic, Washington, D. C., account Rachel M. Hatch	107½	2,000.00	6.90	143.10	2,150.00
29	John Worthington, Brooklyn, N. Y.	107½	500.00	1.79	36.96	538.75
29	Curtis J. Judd, Dwight, Ill.	107½	3,000.00	10.73	221.77	3,232.50
1	Maverick National Bank, Boston, Mass.	108	80,000.00	305.75	6,094.25	86,400.00
1	Footo & French, Boston, Mass.	108	25,000.00	95.55	1,904.45	27,000.00
1	Harvey Fisk & Sons, New York City	108	250,000.00	955.48	19,044.52	270,000.00
1	Edwin Jacoby, Toledo, Ohio	107½	4,000.00	15.29	274.71	4,290.00
1	Lucius Lilley, Tecumseh, Mich.	107	200.00	76	13.24	214.00
2	Maverick National Bank, Boston, Mass.	108½	100,000.00	394.52	7,605.48	108,000.00
2	National Bank of the Republic, Boston, Mass.	108½	150,000.00	591.78	11,408.22	162,000.00
2	Riggs & Co., Washington, D. C.	108	5,000.00	19.73	380.27	5,400.00
2	Kountze Bros., New York City	108	100,000.00	394.52	7,605.48	108,000.00
3	Frederick County National Bank, Frederick, Md.	108	50,500.00	205.46	3,834.54	54,540.00
3	Merchants' National Bank of Newark, N. J.	108	100,000.00	406.85	7,593.15	108,000.00
3	Gloucester National Bank, Gloucester, Mass.	108	100,000.00	406.85	7,593.15	108,000.00
4	Maverick National Bank, Boston, Mass.	108½	70,000.00	293.42	5,481.58	75,775.00
4	Charles E. Patten, Bath, Me.	108½	11,000.00	46.11	847.64	11,893.75
4	Ocean National Bank of Newburyport, Mass.	108½	100,000.00	419.18	8,080.82	108,500.00
4	J. S. Treat, Newark, N. J.	108	1,000.00	4.19	75.81	1,080.00
4	Farmers' Fire Insurance Company, York, Pa.	108½	30,000.00	125.75	2,199.25	32,325.00
4	Footo & French, Boston, Mass.	108	5,000.00	20.96	379.04	5,400.00
4	First National Bank of Mount Pleasant, Pa.	108	50,000.00	209.59	3,790.41	54,000.00
5	Maverick National Bank, Boston, Mass., for Rutland County National Bank, Vermont.	108½	50,000.00	215.75	3,909.25	54,125.00
5	Savings Bank of Baltimore, Md.	108	100,000.00	431.51	7,568.49	108,000.00
5	Eliot National Bank, Boston, Mass.	108½	395,000.00	1,704.45	30,883.05	427,587.50
5	National Globe Bank, Woonsocket, R. I.	108	100,000.00	431.51	7,568.49	108,000.00
6	Maverick National Bank, Boston, Mass.	108½	20,000.00	88.77	1,561.23	21,650.00
6	A. Shinkle, Covington, Ky.	108	30,000.00	133.15	2,266.85	32,400.00
6	Hanover Fire Insurance Company, New York City	108½	425,000.00	1,886.30	33,176.20	460,062.50
6	Footo & French, Boston, Mass.	108½	10,000.00	44.38	780.62	10,825.00
8	James Brown, trustee, Pawtucket, R. I.	108½	6,300.00	29.51	490.24	6,819.75
8	Samuel E. Crocker, Fitchburg, Mass.	108	30,000.00	140.55	2,296.95	32,437.50
8	Cumberland National Bank, Bridgeton, N. J.	108½	13,000.00	60.90	1,044.10	14,105.00
8	Harvey Fisk & Sons, New York City	108½	1,250,000.00	5,856.16	100,393.84	1,356,250.00
8	First National Bank, New York City	108½	300,000.00	1,405.48	24,094.52	325,500.00
8	J. M. Amory, New York City	108½	112,000.00	524.71	8,995.29	121,520.00
8	Iowa State Savings Bank, Burlington, Iowa, account W. Garrett, cashier.	108½	50,000.00	234.25	3,828.25	54,062.50
8	Corn Exchange National Bank, Philadelphia, Pa.	108½	450,000.00	2,108.22	36,141.78	488,250.00
8	Lewis Johnson & Co., Washington, D. C.	108½	400.00	1.87	32.13	434.00
9	Maverick National Bank, Boston, Mass.	108½	20,000.00	96.16	1,603.84	21,700.00

PURCHASE OF BONDS.

Purchases of United States 4½ per cent. bonds by the Government, under Treasury Department Circular No. 42, dated April 17, 1888—Continued.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount purchased.	Accrued interest.	Net premium.	Amount paid.
1888.							
Oct. 9	Greenwich Savings Bank, New York, City.	108½	108½	\$300,000.00	\$1,442.47	\$24,057.53	\$325,500.00
9	Natick National Bank, Natick, Mass.	108½	108½	50,000.00	240.41	4,009.59	54,250.00
9	Comptroller of Currency, for National Bank of Sumter, S. C.	108½	108½	12,500.00	60.10	1,002.40	13,562.50
9	William P. St. John, president, for Mercantile National Bank, New York City.	108½	108½	950,000.00	4,567.81	76,182.19	1,030,750.00
9	Union National Bank, Chicago, Ill.	108½	108½	8,000.00	38.47	641.53	8,680.00
9	Janet Graham, executrix, Philadelphia, Pa.	108½	108½	1,650.00	7.93	132.32	1,790.25
9	First National Bank, New York City.	108½	108½	1,100,000.00	5,289.04	88,210.96	1,193,500.00
9	Unger, Smithers & Co., New York City.	108½	108½	400,000.00	1,923.29	32,076.71	434,000.00
10	Frederick W. Perry, New York City.	108½	108½	2,000.00	9.86	160.14	2,170.00
10	Harvey Fisk & Sons, New York City.	108½	108½	1,000,000.00	4,931.51	80,068.49	1,085,000.00
10	Stern & Brother, Philadelphia, Pa.	108½	108½	6,000.00	29.59	480.41	6,510.00
10	Market and Fulton National Bank, New York City.	108½	108½	383,800.00	1,892.71	30,730.29	416,423.00
10	do.	108½	108½	66,200.00	326.47	5,300.53	71,827.00
10	National Pahquoque Bank, Danbury, Conn.	108½	108½	232,700.00	1,147.56	18,631.94	252,479.50
10	First National Bank, New York City.	108½	108½	2,050,000.00	10,109.59	164,140.41	2,224,250.00
10	First National Bank, Cincinnati, Ohio.	108½	108½	25,800.00	127.23	2,065.77	27,993.00
10	E. Morrison, New York City.	108½	108½	60,000.00	295.89	4,804.11	65,100.00
10	Brewster, Cobb & Estabrook, Boston, Mass.	108½	108½	10,000.00	49.31	800.69	10,850.00
10	J. H. Van Antwerp, president National Savings Bank, Albany, N. Y., account Merchants' National Bank, New York City.	108½	108½	50,000.00	246.58	4,003.42	54,250.00
10	White, Morris & Co., New York City.	108½	108½	30,000.00	147.95	2,402.05	32,550.00
10	C. A. Zoebisch, New York City.	108½	108½	25,000.00	123.29	2,001.71	27,125.00
10	Vermilye & Co., New York City.	108½	108½	228,000.00	1,124.38	18,255.62	247,380.00
11	Merchants' National Bank, Baltimore, Md., account Douglas H. Thomas, trustee.	108½	108½	9,000.00	45.49	719.51	9,765.00
11	Harvey Fisk & Sons, New York City.	108½	108½	250,000.00	1,263.70	19,986.30	271,250.00
11	Broadway Savings Institution, New York City.	108½	108½	200,000.00	1,010.96	15,989.04	217,000.00
11	First National Bank, Indiana, Pa.	108½	108½	50,000.00	252.74	3,997.26	54,250.00
11	Citizens' National Bank, Alexandria, Va.	108½	108½	2,000.00	10.11	159.89	2,170.00
11	First National Bank, New York City, for First National Bank, Cincinnati, Ohio.	108½	108½	17,000.00	85.93	1,359.07	18,445.00
11	Brewster, Cobb & Estabrook, Boston, Mass.	108½	108½	10,000.00	50.55	799.45	10,850.00
11	Cahoone & Wescott, New York City.	108½	108½	25,000.00	126.37	1,998.63	27,125.00
12	Savings Bank of Baltimore, Md.	108½	108½	500,000.00	2,589.04	39,910.96	542,500.00
12	Foot & French, Boston, Mass.	108½	108½	10,000.00	51.78	798.22	10,850.00
12	Maverick National Bank, Boston, Mass.	108½	108½	10,000.00	51.78	798.22	10,850.00
12	Edward Webster, Rochester, N. Y.	108½	108½	2,000.00	10.36	159.64	2,170.00
12	Institution for Savings for Merchants' Clerks, New York City.	108½	108½	190,000.00	983.84	15,166.16	206,150.00
12	Kohn, Popper & Co., New York City.	108½	108½	500.00	2.59	39.91	542.50
12	Seaboard National Bank, New York City.	108½	108½	100,000.00	517.81	7,982.19	108,500.00
12	First National Bank, Bainbridge, N. Y.	108½	108½	90,000.00	466.03	7,183.97	97,650.00
12	Harvey Fisk & Sons, New York City.	108½	108½	500,000.00	2,589.04	39,910.96	542,500.00
12	Vermilye & Co., New York City.	108½	108½	200,000.00	1,035.62	15,964.38	217,000.00
12	Brewster, Cobb & Estabrook, Boston, Mass.	108½	108½	45,000.00	233.01	3,591.99	48,825.00

12	Buffalo Savings Bank, Buffalo, N. Y.	108 1/2	350,000.00	1,812.33	27,937.67	379,750.00
13	Dr. J. L. Bodine, Trenton, N. J.	108 1/2	3,000.00	15.90	239.10	3,255.00
13	East River Savings Institution, New York	108 1/2	100,000.00	530.14	7,969.86	108,500.00
13	Stern & Brother, Philadelphia, Pa.	108 1/2	2,800.00	14.84	223.16	3,038.00
13	A. M. Kidder & Co., New York City	108 1/2	1,200.00	6.36	95.64	1,302.00
13	Blake Bros. & Co., Boston, Mass.	108 1/2	11,000.00	58.32	876.68	11,935.00
15	South Brooklyn Savings Institution, Brooklyn, N. Y.	108 1/2	300,000.00	1,664.38	23,835.62	325,500.00
15	Franklin Fisher, Philadelphia, Pa.	108 1/2	2,100.00	11.65	166.85	2,278.50
15	Charles F. Byam, Boston, Mass.	108 1/2	3,000.00	16.64	238.36	3,255.00
15	National State Bank, Newark, N. J.	108 1/2	50,000.00	277.40	3,972.60	54,250.00
15	Matthews & Whitaker, Saint Louis, Mo.	108 1/2	25,000.00	138.70	1,986.30	27,125.00
16	Comptroller of Currency, for Stafford National Bank, Stafford Springs, Conn.	108 1/2	50,000.00	283.56	3,966.44	54,250.00
16	Emigrant Industrial Savings Bank, New York City	108 1/2	650,000.00	3,686.30	51,563.70	705,250.00
16	German-American Insurance Company, New York City	108 1/2	200,000.00	1,134.25	15,865.75	217,000.00
16	Maverick National Bank, Boston, Mass.	108 1/2	10,000.00	56.71	793.29	10,850.00
16	Douglas H. Thomas, trustee, Baltimore, Md.	108 1/2	10,000.00	56.71	793.29	10,850.00
16	Kidder, Peabody & Co., New York City	108 1/2	4,500.00	25.52	356.98	4,882.50
16	Comptroller of Currency for Second National Bank, Xenia, Ohio	108 1/2	37,500.00	212.67	2,974.83	40,687.50
16	Brewster, Cobb & Estabrook, Boston, Mass.	108 1/2	30,000.00	170.14	2,379.86	32,550.00
16	Harvey Fisk & Sons, attorneys, New York City, for City National Bank, South Norwalk, Conn.	108 1/2	75,000.00	425.34	5,949.66	81,375.00
16	Harvey Fisk & Sons, New York City, by National Bank of Commerce, New York City	108 1/2	12,500.00	70.89	991.61	13,562.50
15	Harvey Fisk & Sons, New York City, for Framingham National Bank, Massachusetts	108 1/2	150,000.00	850.68	11,899.32	162,750.00
16	Harvey Fisk & Sons, New York City, for National Bank of Redemption, Boston, Mass.	108 1/2	12,500.00	70.89	991.61	13,562.50
16	Bartlett C. Frost, executor, etc., Phillipsburgh, N. J.	108 1/2	2,000.00	11.34	158.66	2,170.00
16	Vermilye & Co., New York City	108 1/2	35,000.00	198.49	2,776.51	37,975.00
17	National Bank of Deposit, New York	108 1/2	30,000.00	173.84	2,376.16	32,550.00
17	do.	108 1/2	65,000.00	376.64	5,148.36	70,525.00
17	do.	108 1/2	5,000.00	28.97	396.03	5,425.00
17	Felix Mulholland, Conshohocken, Pa.	108 1/2	1,000.00	5.79	79.21	1,085.00
17	Thomas Van Ellert, New York City	108 1/2	36,000.00	208.60	2,851.40	39,060.00
17	Jos. M. Shoemaker & Co., Philadelphia, Pa.	108 1/2	14,000.00	81.12	1,108.88	15,190.00
17	First National Bank, Mount Pleasant, Pa.	108 1/2	50,000.00	289.73	3,960.27	54,250.00
17	Foot & French, Boston, Mass.	108 1/2	10,000.00	57.95	792.05	10,850.00
17	Lewis Johnson & Co., Washington, D. C.	108 1/2	10,000.00	57.95	792.05	10,850.00
17	Charles Herbert Watson, Boston, Mass.	108 1/2	50,000.00	289.73	3,960.27	54,250.00
17	Riggs & Co., Washington, D. C.	108 1/2	1,000.00	5.79	79.21	1,085.00
17	Brewster, Cobb & Estabrook, Boston, Mass.	108 1/2	12,000.00	69.53	950.47	13,020.00
17	National Savings Bank, Albany, N. Y., J. H. Van Antwerp, president, account Merchants' National Bank, New York	108 1/2	20,000.00	115.89	1,584.11	21,700.00
17	German-American Insurance Company, New York City	108 1/2	10,000.00	57.95	792.05	10,850.00
18	E. Morrison, New York City	108 1/2	1,000.00	5.92	79.08	1,085.00
18	Charles T. Wing, New York City, by A. M. Kidder & Co., New York City	108 1/2	5,000.00	29.59	395.41	5,425.00
18	John B. Lee & Co., New York City	108 1/2	10,000.00	59.18	790.82	10,850.00
18	Andreas & Co., attorneys, New York City	108 1/2	25,000.00	147.95	1,977.05	27,125.00
18	First National Bank, New York City	108 1/2	25,000.00	147.95	1,977.05	27,125.00
18	Cahoone & Wescott, New York City	108 1/2	10,000.00	59.18	790.82	10,850.00
18	Henry Pierce, trustee, Mattapan, Mass.	108 1/2	1,000.00	5.92	79.08	1,085.00
18	Bank of Charleston, National Bank Association, Charleston, S. C.	108 1/2	50,000.00	295.89	3,954.11	54,250.00
18	George S. Hale et al., executors, Boston, Mass.	108 1/2	100,000.00	591.78	7,908.22	108,500.00
18	Harvey Fisk & Sons, New York City, for Freeman's National Bank, Boston, Mass.	108 1/2	50,000.00	295.89	3,954.11	54,250.00
18	Harvey Fisk & Sons, New York City	108 1/2	150,000.00	887.67	11,862.33	162,750.00

PURCHASE OF BONDS.

Purchases of United States 4½ per cent. bonds by the Government, under Treasury Department Circular No. 42, dated April 17, 1888—Continued.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount purchased.	Accrued interest.	Net premium.	Amount paid.
1888.							
Oct. 19	Kidder, Peabody & Co., New York City.....	108½	108½	\$1,200.00	\$7.25	\$94.75	\$1,302.00
19	Sailer & Stevenson, Philadelphia, Pa.....	108½	108½	3,000.00	18.12	236.88	3,255.00
19	North Western National Bank, Chicago, Ill.....	108½	108½	5,000.00	30.21	394.79	5,425.00
19	Savings Bank of Baltimore, Md.....	108½	108½	100,000.00	604.11	7,895.89	108,500.00
19	White, Morris & Co., New York City.....	108½	108½	12,000.00	72.49	947.51	13,020.00
19	John Duer, trustee, New York City.....	108½	108½	150,000.00	906.16	11,843.84	162,750.00
19	Jos. M. Shoemaker & Co., Philadelphia, Pa.....	108½	108½	1,100.00	6.65	86.85	1,193.50
19	First National Bank, New York City.....	108½	108½	50,000.00	302.05	3,947.95	54,250.00
19	Rhode Island Hospital Trust Company, executors, Providence, R. I.....	108½	108½	1,100.00	6.65	86.85	1,193.50
20	Ohio Valley National Bank, Cincinnati, Ohio.....	108½	108½	50,000.00	308.22	3,941.78	54,250.00
20	Elmer E. Seger, Quincy, Ill.....	108½	108½	1,000.00	6.16	73.84	1,080.00
20	George H. Bramen, Boston, Mass.....	108½	108½	4,000.00	24.66	315.34	4,340.00
20	Citizens' Insurance Company, New York City.....	108½	108½	100,000.00	616.44	7,883.56	108,500.00
20	Vermilye & Co., New York City.....	108½	108½	28,000.00	172.60	2,207.40	30,380.00
20	John Worthington, Brooklyn, N. Y.....	108½	108½	1,000.00	6.16	78.84	1,085.00
20	Norfolk National Bank, Norfolk, Va., by Bank of New York National Banking Association, New York City.....	108½	108½	90,000.00	554.79	7,095.21	97,650.00
20	do.....	108½	108½	10,000.00	61.64	788.36	10,850.00
20	Maverick National Bank, Boston, Mass., attorney.....	108½	108½	60,000.00	369.86	4,730.14	65,100.00
20	do.....	108½	108½	15,000.00	92.47	1,182.53	16,275.00
20	Brewster, Cobb & Estabrook, Boston, Mass.....	108½	108½	13,000.00	80.14	1,024.86	14,105.00
20	Kidder, Peabody & Co., Boston, Mass.....	108½	108½	300.00	1.85	23.65	325.50
22	Savings Bank of Baltimore, Md.....	108½	108½	300,000.00	1,923.29	23,576.71	325,500.00
22	W. T. Buckner, Cincinnati, Ohio.....	108½	108½	2,000.00	12.82	157.18	2,170.00
22	The Dollar Savings Bank, Pittsburgh, Pa.....	108½	108½	200,000.00	1,282.19	15,717.81	217,000.00
22	Samuel D. McChesney, New York City.....	108½	108½	2,100.00	13.46	165.04	2,278.50
22	Robert Winthrop & Co., New York City.....	108½	108½	20,000.00	128.22	1,571.78	21,700.00
22	Cahoone and Wescott, New York City.....	108½	108½	32,000.00	205.15	2,514.85	34,720.00
22	Brewster, Cobb & Estabrook, Boston, Mass.....	108½	108½	5,000.00	32.05	392.95	5,425.00
22	Kuhn, Loeb & Co., New York City.....	108½	108½	13,000.00	83.34	1,021.66	14,105.00
22	Harvey Fisk & Sons, New York City.....	108½	108½	100,000.00	641.10	7,858.90	108,500.00
23	Wood, Heustis & Co., New York City.....	108½	108½	10,000.00	65.34	784.66	10,850.00
23	Western National Bank, New York City.....	108½	108½	50,000.00	326.71	3,923.29	54,250.00
23	Lewis Johnson & Co., Washington, D. C.....	108½	108½	20,000.00	130.68	1,569.32	21,700.00
23	National Bank of the Republic, Boston, Mass., account Eliza W. Gilmore.....	108½	108½	12,000.00	78.41	941.59	13,020.00
23	Foot and French, Boston, Mass.....	108½	108½	10,000.00	65.34	784.66	10,850.00
23	Hanover National Bank, New York City.....	108½	108½	50,000.00	326.71	3,923.29	54,250.00
23	Third National Bank, Boston, Mass.....	108½	108½	100,000.00	653.42	7,846.58	108,500.00
23	Drexel & Co., Philadelphia, Pa.....	108½	108½	25,000.00	163.36	1,961.64	27,125.00
23	Vermilye & Co., New York City.....	108½	108½	500,000.00	3,267.12	39,232.88	542,500.00
24	E. Morrison, New York City.....	108½	108½	10,000.00	66.58	783.42	10,850.00
24	Drexel & Co., Philadelphia, Pa.....	108½	108½	25,000.00	160.44	1,958.56	27,125.00

PURCHASE OF BONDS.

37

24	C. C. Broun & Co., New York City	108 1/2	25,000.00	166.44	1,958.56	27,125.00
24	First National Bank, New York City	108 1/2	50,000.00	332.88	3,917.12	54,250.00
25	Peters, Schenck & Co., New York City	108 1/2	100,000.00	678.08	7,821.92	108,500.00
25	E. Morrison, New York City	108 1/2	10,000.00	67.81	782.19	10,850.00
25	L. R. Brown, La Fayette, Ind., by La Fayette National Bank, Indiana	108 1/2	900.00	6.10	70.40	976.50
25	L. V. H. Lynch, Washington, D. C.	108 1/2	500.00	3.39	39.11	542.50
25	Brewster, Cobb & Estabrook, Boston, Mass.	108 1/2	5,000.00	33.90	391.10	5,425.00
25	First National Bank, New York City	108 1/2	75,000.00	508.56	5,866.44	81,375.00
25	Executors estate of Sarah A. Cook, Providence, R. I.	108 1/2	11,000.00	74.59	860.41	11,935.00
26	Trustees estate of Thomas Potter, Philadelphia, Pa.	108 1/2	4,500.00	31.07	345.80	4,876.87
26	H. A. Jeitles, Philadelphia, Pa.	108 1/2	5,000.00	34.52	390.48	5,425.00
26	First National Bank, Chattanooga, Tenn., by Third National Bank, New York City	108 1/2	19,500.00	134.63	1,522.87	21,157.50
26	Farmers Bank, Mason City, Ill., account H. C. Thompson & Co.	108 1/2	10,000.00	69.04	780.96	10,850.00
26	Sailer & Stevenson, Philadelphia, Pa.	108 1/2	1,000.00	6.90	78.10	1,085.00
26	Saint Louis National Bank, Saint Louis, Mo.	108 1/2	200,000.00	1,380.82	15,619.18	217,000.00
26	Vermilye & Co., New York City	108 1/2	12,000.00	82.85	937.15	13,020.00
26	Riggs & Co., Washington, D. C.	108 1/2	7,000.00	48.33	546.67	7,595.00
26	Brewster, Cobb & Estabrook, Boston, Mass.	108 1/2	10,000.00	69.04	780.96	10,850.00
27	First National Bank, Lynn, Mass.	108 1/2	1,000.00	7.03	77.97	1,085.00
27	Vermilye & Co., New York City	108 1/2	15,000.00	105.41	1,669.59	16,775.00
27	Maverick National Bank, Boston, Mass.	108 1/2	10,000.00	70.27	779.73	10,850.00
27	Gilman, Son & Co., New York City	108 1/2	35,000.00	245.96	2,729.04	37,975.00
27	Henry H. Gillfay, account Robert Connell, Washington, D. C.	108 1/2	300.00	2.11	23.39	325.50
27	Horace B. Taylor, Boston, Mass.	108 1/2	5,000.00	35.14	389.86	5,425.00
27	A. V. H. Doremus, New York City	108 1/2	126,500.00	888.97	9,863.53	137,252.50
27	New York State National Bank, Albany, N. Y., by Merchants' National Bank, New York City	108 1/2	5,000.00	35.14	389.86	5,425.00
29	C. W. Osborne, New York City	108 1/2	2,500.00	18.18	194.32	2,712.50
29	John S. Whitman, Canfield, Ohio	108 1/2	500.00	3.64	31.36	535.00
29	Harvey Fisk & Sons, New York City	108 1/2	100,000.00	727.40	7,772.60	108,500.00
29	Foot & French, Boston, Mass.	108 1/2	20,000.00	145.48	1,554.52	21,700.00
29	Brewster, Cobb & Estabrook, Boston, Mass.	108 1/2	5,000.00	36.37	388.63	5,425.00
29	Curtis E. Wells, La Fayette, Ind., by La Fayette National Bank, Indiana	108 1/2	3,500.00	25.46	272.04	3,797.50
30	A. S. Rosenbaum & Co., New York City	108 1/2	4,000.00	29.59	310.41	4,340.00
30	Provident Institution for Savings, Jersey City, N. J.	108 1/2	150,000.00	1,109.59	11,640.41	162,750.00
30	Crane, Parris & Co., Washington, D. C.	108 1/2	3,000.00	22.19	232.81	3,255.00
30	Western National Bank, New York City	108 1/2	100,000.00	739.73	7,760.27	108,500.00
30	do	108 1/2	9,000.00	66.58	698.42	9,765.00
30	Merchants' National Bank, Richmond, Va.	108 1/2	20,000.00	147.95	1,552.05	21,700.00
31	National Bank of the Republic, New York City	108 1/2	30,000.00	225.62	2,324.38	32,550.00
31	A. Iselin & Co., New York City	108 1/2	6,500.00	48.88	503.62	7,052.50
31	Drexel & Co., Philadelphia, Pa.	108 1/2	20,000.00	150.41	1,549.59	21,700.00
31	First National Bank, Meriden, Conn.	108 1/2	500,000.00	3,760.27	38,739.73	542,500.00
31	A. S. Pratt & Sons, Washington, D. C.	108 1/2	25,000.00	188.01	1,936.99	27,125.00
31	S. D. Fitton, Hamilton, Ohio	108 1/2	10,000.00	75.21	774.79	10,850.00
1	Nathaniel Bacon, Chicago, Ill.	108 1/2	500.00	3.82	38.68	542.50
1	V. S. Fulham, Rutland, Vt.	108 1/2	10,000.00	76.44	773.56	10,850.00
1	do	108 1/2	1,000.00	7.64	77.36	1,085.00
1	National Shoe and Leather Bank, New York City	108 1/2	15,000.00	114.66	1,160.34	16,275.00
1	L. M. Harrington, Shaftsbury, Vt.	108 1/2	500.00	3.82	38.68	542.50
1	Leroy H. Anderson, president board of trustees, etc., Princeton, N. J.	108 1/2	2,000.00	15.29	154.71	2,170.00
1	Maverick National Bank, Boston, Mass.	108 1/2	10,000.00	76.44	773.56	10,850.00

Nov.

PURCHASE OF BONDS.

Purchases of United States 4½ per cent. bonds by the Government, under the Treasury Department Circular No. 42, dated April 17, 1888—Continued.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount purchased.	Accrued interest.	Net premium.	Amount paid.
1888.							
Nov. 1	Brewster, Cobb & Estabrook, Boston, Mass.	108½	108½	\$17,900.00	\$136.82	\$1,384.68	\$19,421.50
1	Frank F. Stanley, trustee	108½	108½	452,000.00	3,455.01	34,964.99	490,420.00
2	Kidder, Peabody & Co., Boston, Mass.	108½	108½	14,000.00	108.74	1,081.26	15,190.00
2	Wood, Heustis & Co., New York City	108½	108½	2,400.00	18.64	185.36	2,604.00
2	First National Bank, Lynn, Mass.	108½	108½	2,000.00	15.53	154.47	2,170.00
2	Russell Sage, New York City	108½	108½	25,000.00	194.18	1,930.82	27,125.00
2	Western National Bank, New York City	108½	108½	9,000.00	69.90	695.10	9,765.00
2	Vermilye & Co., New York City	108½	108½	26,300.00	204.28	2,031.22	28,535.50
3	William Astor, New York City	108½	108½	376,000.00	2,966.79	28,993.21	407,960.00
3	Dry Dock Savings Institution, New York City	108½	108½	150,000.00	1,183.56	11,566.44	162,750.00
3	Provident Institution for Savings in Jersey City, N. J.	108½	108½	250,000.00	1,972.60	19,277.40	271,250.00
3	Kidder, Peabody & Co., Boston, Mass.	108½	108½	50,000.00	394.52	3,855.48	54,250.00
3	Herman Schaffner & Co., Chicago, Ill.	108½	108½	1,500.00	11.84	115.66	1,627.50
3	Brewster, Cobb & Estabrook, Boston, Mass.	108½	108½	11,900.00	93.90	917.60	12,911.50
5	Western Saving Fund Society, Philadelphia, Pa.	108½	108½	150,000.00	1,220.55	11,529.45	162,750.00
5	First National Bank, New York City	108½	108½	770,000.00	6,265.48	59,184.52	835,450.00
5	Thomas A. Wilson & Bro., Baltimore, Md.	108½	108½	6,000.00	48.82	461.18	6,510.00
5	Kuhn, Loeb & Co., New York City	108½	108½	106,500.00	866.59	8,185.91	115,552.50
5	White, Morris & Co., New York City	108½	108½	15,000.00	122.05	1,152.95	16,275.00
5	Harvey Fisk & Sons, New York City	108½	108½	100,000.00	813.70	7,686.30	108,500.00
6	H. Rothschild, Shamokin, Pa.	(*)	108½	5,000.00	41.30	383.70	5,425.00
6	Chase National Bank, New York City, attorney, account Fallkill National Bank, Poughkeepsie, N. Y.	(*)	108½	30,000.00	247.81	2,302.19	32,550.00
7	R. Gerson, Philadelphia, Pa.	108½	108½	50,000.00	413.01	3,836.99	54,250.00
7	First National Bank, Hamilton, Ohio, account S. D. Filton	108½	108½	2,000.00	16.77	153.23	2,170.00
8	Maverick National Bank, Boston, Mass.	108½	108½	100.00	.84	7.66	108.50
8	Fourth Street National Bank, Philadelphia, Pa., by Western National Bank, New York City	108½	108½	5,000.00	42.53	382.47	5,425.00
8	First National Bank, Albany, N. Y.	108½	108½	250,000.00	2,126.71	19,123.29	271,250.00
8	Vermilye & Co., New York City	108½	108½	250,000.00	2,126.71	19,123.29	271,250.00
9	Second National Bank, Baltimore, Md.	108½	108½	50,000.00	425.34	3,824.66	54,250.00
9	Douglas H. Thomas, trustee, Baltimore, Md.	108½	108½	30,200.00	256.91	2,310.09	32,767.00
9	Jos. M. Shoemaker & Co., Philadelphia, Pa.	108½	108½	1,500.00	12.95	114.55	1,627.50
9	Morgan & Bartlett, New York City	108½	108½	10,000.00	86.30	763.70	10,850.00
9	White, Morris & Co., New York City	108½	108½	2,000.00	17.26	152.74	2,170.00
9	Merchants' National Bank, Cincinnati, Ohio	108½	108½	50,000.00	431.51	3,818.49	54,250.00
10	Maverick National Bank, Boston, Mass.	108½	108½	25,000.00	215.75	1,909.25	27,125.00
12	Minnesota Loan and Trust Company, Minneapolis, Minn.	108½	108½	17,000.00	146.71	1,298.29	18,445.00
12	Miss M. P. McBlair, for Minnie McBlair, committee, Philadelphia, Pa.	108½	108½	200,000.00	1,750.68	15,249.32	217,000.00
12	Chase National Bank, New York City	108½	108½	1,200.00	10.80	91.20	1,302.00
		108½	108½	2,400.00	21.60	182.40	2,604.00
		108½	108½	2,000.00	18.00	152.00	2,170.00

PURCHASE OF BONDS.

12	Kidder, Peabody & Co., Boston, Mass	108 1/2	3,950.00	35.55	300.20	4,285.75
13	Drexel & Co., Philadelphia, Pa	108 1/2	15,000.00	136.85	1,138.15	16,275.00
13	Union Ferry Company, Brooklyn, N. Y.	108 1/2	20,000.00	182.47	1,517.53	21,700.00
13	Kuntze Bros., attorney, New York City, for John A. Burbank, Richmond, Ind	108 1/2	1,000.00	9.12	75.88	1,085.00
14	Breese & Smith, New York City	108 1/2	35,000.00	323.63	2,695.12	38,018.75
14	Norfolk National Bank, Norfolk, Va., by Bank of New York, National Banking Associa tion, New York City	108 1/2	25,000.00	231.16	1,893.84	27,125.00
14	Harvey Fisk & Sons, New York City	108 1/2	50,000.00	462.33	3,787.67	54,250.00
15	Dry Dock Savings Institution, New York City	108 1/2	150,000.00	1,405.48	11,344.52	162,750.00
15	Chase National Bank, New York City	108 1/2	1,500.00	14.05	113.45	1,627.50
15	William McClure, attorney, New York City	108 1/2	16,000.00	149.92	1,230.08	17,380.00
15	Drexel & Co., Philadelphia, Pa	108 1/2	50,000.00	468.49	3,844.01	54,312.50
16	Edward H. Tobey, New York City	108 1/2	2,700.00	25.63	207.24	2,932.87
16	Foot & French, Boston, Mass	108 1/2	10,000.00	94.93	767.57	10,832.50
17	First National Bank, Portsmouth, N. H.	108 1/2	7,000.00	67.32	527.63	7,595.00
17	Merchants' National Bank of West Virginia, Morgantown, W. Va	108 1/2	50,000.00	480.82	3,831.63	54,312.50
19	A. V. H. Doremus, New York City	108 1/2	100,000.00	986.30	7,763.70	108,750.00
20	Merchants' National Bank, Richmond, Va.	108 1/2	200,000.00	1,997.26	16,002.74	218,000.00
20	do	109	30,000.00	299.59	2,400.41	32,700.00
20	do	109	50,000.00	493.32	4,000.68	54,500.00
20	Thos. A. Wilson & Bro., Baltimore, Md	108 1/2	1,000.00	9.99	77.51	1,087.50
20	Winslow, Whitlock & Co., attorney, New York City	108 1/2	30,000.00	299.59	2,362.91	32,662.50
21	Edward Sweet & Co., New York City	109 1/2	50,000.00	505.48	3,994.52	54,500.00
21	Martin & Runyon, New York City	109 1/2	20,300.00	205.22	1,621.78	22,127.00
21	Blake Bros. & Co., Boston, Mass	109 1/2	1,000.00	10.11	79.89	1,000.90
22	R. Crowley, New York City	109 1/2	20,000.00	204.66	1,595.34	21,800.00
22	Harvey Fisk & Sons, New York City	109 1/2	400,000.00	4,093.15	32,406.85	436,500.00
22	Charles W. Brockunier, Washington, D. C.	109 1/2	12,350.00	126.38	1,000.56	13,476.94
22	Greenwich Savings Bank, New York City	109 1/2	150,000.00	1,534.93	12,152.57	163,687.50
23	Kinnicutt & Dewitt, Worcester, Mass	109 1/2	25,000.00	258.90	2,022.35	27,281.25
23	Drexel & Co., Philadelphia, Pa	109 1/2	50,000.00	517.81	3,982.19	54,500.00
23	A. V. H. Doremus, New York City	109 1/2	4,600.00	47.64	372.11	5,019.75
23	Third National Bank, Cincinnati, Ohio	109 1/2	9,500.00	98.38	768.50	10,366.88
24	First National Bank, Zanesville, Ohio	109 1/2	6,000.00	62.88	477.12	6,540.00
24	Maverick National Bank, Boston, Mass	109 1/2	20,000.00	209.59	1,615.41	21,825.00
24	Syracuse Savings Bank, Syracuse, N. Y., by American Loan and Trust Co., New York City	109 1/2	70,000.00	733.56	5,566.44	76,300.00
24	Brewster, Cobb & Estabrook, Boston, Mass	109 1/2	15,000.00	157.19	1,211.56	16,368.75
26	Lewis Johnson & Co., Washington, D. C.	109 1/2	550.00	5.90	44.29	600.19
26	Agents Bank of Montreal, New York City	109 1/2	30,000.00	321.78	2,415.72	32,737.50
27	Kinnicutt & Dewitt, Worcester, Mass	109 1/2	25,500.00	276.66	2,050.21	27,826.87
27	Union Ferry Company, Brooklyn, N. Y.	109 1/2	30,000.00	325.48	2,412.02	32,737.50
28	Fourth Street National Bank, Philadelphia, Pa., by Western National Bank, New York City	109 1/2	250,000.00	2,712.33	20,100.17	272,812.50
28	Brewster, Cobb & Estabrook, Boston, Mass	109 1/2	7,000.00	76.81	561.94	7,638.75
30	Matthews & Whitaker, Saint Louis, Mo	108 1/2	20,000.00	.....	1,600.00	21,600.00
30	Henry Lewis Hamel, Fort Wayne, Ind	108 1/2	150.00	.....	12.00	162.00
1	Brewster, Cobb & Estabrook, Boston, Mass	108 1/2	50,000.00	6.16	3,993.84	54,000.00
1	National Bank of Vernon, Vernon, N. Y	108 1/2	11,000.00	1.36	878.64	11,880.00
1	First National Bank of Ambler, Pa	108 1/2	162.50	2.00	1,298.00	17,550.00

* The New York Stock Exchange closed (election day).

+ Ex. dividend.

Dec.

PURCHASE OF BONDS.

Purchases of United States 4½ per cent. bonds by the Government, under Treasury Department Circular No. 42, dated April 17, 1888—Continued.

Date of purchase.	Name of seller.	Price quoted.	Price paid.	Amount purchased.	Accrued interest.	Net premium.	Amount paid.
1888.							
Dec. 1	First National Bank of Ironton, Ohio, by National Park Bank, New York City	108½	108	\$150,000.00	\$18.49	\$11,981.51	\$162,000.00
1	R. L. Day & Co., Boston, Mass.	108½	108	10,000.00	1.22	798.77	10,800.00
3	John H. Butler, for Mary L. Bragdon, Washington, D. C.	108½	108	1,500.00	.56	119.44	1,620.00
3	Samuel Dutton, Philadelphia, Pa.	108½	108	13,000.00	6.41	1,033.59	14,040.00
3	Brewster, Cobb & Estabrook, Boston, Mass.	108½	108	6,000.00	2.22	477.78	6,480.00
3	Merchants' National Bank, Boston, Mass.	108½	108	100,000.00	36.99	7,963.01	108,000.00
3	Winslow, Lanier & Co., New York City	108½	108	52,000.00	19.23	4,140.77	56,160.00
3	First National Bank, New York City	108½	108	100,000.00	36.99	7,963.01	108,000.00
4	Maverick National Bank, Boston, Mass.	108½	108	10,000.00	4.93	795.07	10,800.00
4	First National Bank Alexandria, Va.	108½	108	50,000.00	24.66	3,975.34	54,000.00
5	First National Bank, Williamsport, Pa.	108½	108	32,000.00	19.73	2,540.27	34,560.00
5	E. Morrison, New York City	108½	108	1,000.00	.62	79.38	1,080.00
5	Harvey Fisk & Sons, New York City	108½	108	800,000.00	493.15	63,506.85	864,000.00
5	Drexel & Co., Philadelphia, Pa.	108½	108	15,000.00	9.25	1,190.75	16,200.00
5	Centennial National Bank, West Philadelphia, Pa.	108½	108	20,000.00	12.33	1,587.67	21,600.00
5	First National Bank, New York City	108½	108	250,000.00	154.11	19,845.89	270,000.00
6	Producers' National Bank, Woonsocket, R. I.	108½	108	5,000.00	3.70	396.30	5,400.00
6	Fanny R. Herzog, New York City	108½	108	14,000.00	10.36	1,109.64	15,120.00
6	Drexel, Morgan & Co., New York City	108½	108	355,000.00	262.60	28,137.40	383,400.00
6	Mercantile National Bank, New York City	108½	108	122,250.00	90.43	9,689.57	132,030.00
6	Harvey Fisk & Sons, New York City	108½	108	250,000.00	184.93	19,815.07	270,000.00
6	First National Bank, New York City	108½	108	60,000.00	44.38	4,755.62	64,800.00
7	Brewster, Cobb & Estabrook, Boston, Mass.	108½	108	13,000.00	11.22	1,028.78	14,040.00
7	Seventh National Bank, New York City	108½	108	600.00	.52	47.48	648.00
8	Hudson City Savings Institution, Hudson, N. Y.	108½	108	45,000.00	44.38	3,555.62	48,600.00
8	National Bank of Virginia, Richmond, Va.	108½	108	50,000.00	49.32	3,950.63	54,000.00
8	Seth Parker, West Barnstable, Mass.	108½	108	700.00	.60	55.31	756.00
10	First National Bank, Suffield, Conn., for Olive C. Rose and Julia Rose	108½	108	300.00	.37	23.63	324.00
11	Vermilye & Co., New York City	108½	108	22,000.00	29.84	1,730.16	23,760.00
11	Mary R. Law, in trust, etc., Hartford, Conn.	108½	108½	3,000.00	4.07	239.68	3,243.75
11	Vermilye & Co., New York City	108½	108½	500,000.00	678.03	39,946.92	540,625.00
11	Brewster, Cobb & Estabrook, Boston, Mass.	108½	108	10,000.00	13.56	786.44	10,800.00
11	Fourth Street National Bank, Philadelphia, Pa., by Western National Bank, New York City	108½	*108	100,000.00	135.62	8,000.00	108,135.62
12	Goodwin & Shirk, account M. H. Irwin, Brookville, Ind.	108½	108	2,100.00	3.11	164.89	2,268.00
12	Thomas Branch & Co., Richmond, Va.	108½	108½	500.00	.74	39.88	540.62
12	National Mechanics' Bank, Baltimore, Md., attorney	108½	108½	20,000.00	29.59	1,595.41	21,625.00
13	Charles S. Segelbaum, Harrisburg, Pa.	108½	108½	2,000.00	3.21	159.29	2,162.50
13	Riggs & Co., Washington, D. C.	108½	108½	6,000.00	9.62	477.88	6,487.50
13	National Bank of the Republic, New York City	108½	108½	25,000.00	40.07	1,991.18	27,031.25
13	Importers & Grocers' Exchange, New York City	108½	108	46,000.00	73.73	3,606.27	49,680.00
14	New England Trust Company, Boston, Mass.	108½	108½	650,000.00	1,121.92	51,690.58	702,812.50

14	Fourth Street National Bank, Philadelphia, Pa., by Western National Bank, New York City.....	108½	*108	150,000.00	258.90	12,000.00	162,258.90
15	Walter M. Newnam, Philadelphia, Pa.....	108½	108	100.00	.18	7.82	108.00
15	Maverick National Bank, Boston, Mass.....	108½	108½	19,150.00	35.41	1,520.53	20,705.94
15	R. L. Day & Co., Boston, Mass.....	108½	108½	10,000.00	18.49	794.01	10,812.50
17	Jefferson County Savings Bank, Watertown, N. Y.....	108½	108½	10,000.00	20.96	791.54	10,812.50
17	First National Bank, Ironton, Ohio.....	108½	108½	2,000.00	4.19	158.31	2,162.50
17	First National Bank, Albany, N. Y.....	108½	108½	50,000.00	104.79	3,957.71	54,062.50
18	First National Bank, Portsmouth, N. H.....	108½	108½	10,000.00	22.19	802.81	10,825.00
18	Western National Bank, New York City.....	108½	*108	100,000.00	221.92	7,999.98	108,221.90
	Total.....	.....	.....	49,106,250.00	253,048.52	3,690,317.19	53,049,615.71

* And interest.

PURCHASE OF BONDS.

Rejected offers of United States 4 per cent. bonds received under circular of April 17, 1888.

Date received.	Name of bidder.	Price quoted.	Price.	Amount offered.		Total.
				Coupon.	Registered.	
1888.						
Apr. 23	J. Kennedy Tod & Co., New York City	125	125½	.....	\$100,000	\$100,000
23	Albert Netter & Co., Cincinnati, Ohio	125	125½	\$200,000	.....	200,000
23	Speyer & Co., New York City	125	125.982	.....	250,000	250,000
24	J. B. Bambridge, Marion, Ill.	125½	127	.....	2,000	2,000
26	E. R. Morse & Bro., Boston, Mass	126½	126½	50,000	.....	50,000
26	Blake Bros. & Co., Boston, Mass	126½	126½	.....	50,000	50,000
26	Blake Bros. & Co., New York City	126½	126½	50,000	.....	50,000
26	Harvey Fisk & Sons, New York City	126½	126½	.....	250,000	250,000
26	Fourth National Bank, Cincinnati, Ohio	126½	126½	.....	50,000	50,000
26	do	126½	126½	.....	50,000	50,000
27	R. F. Gaut, Knoxville, Tenn	126½	127	5,000	.....	5,000
27	Harvey Fisk & Sons, New York City	126½	126.70	.....	300,000	300,000
27	State Mutual Life Assurance Company, Worcester, Mass	126½	126½	.....	50,000	50,000
27	E. R. Morse & Bro., Boston, Mass	126½	126½	50,000	.....	50,000
28	Kohn, Popper & Co., New York City	126½	126½	121,000	.....	121,000
28	Wm. D. Sloan, New York City	126½	126½	.....	200,000	200,000
28	First National Bank, New York City	126½	126½	300,000	700,000	1,000,000
28	E. R. Morse & Bro., Boston, Mass	126½	126½	50,000	.....	50,000
28	Kate McKeag, Saint Louis, Mo	126½	127½	1,100	.....	1,100
30	Geo. E. Dexter, Charles City, Iowa	126½	164	.....	44,000	44,000
30	German Bank, Memphis, Tenn	126½	126½	4,000	.....	4,000
2	Maverick National Bank, Boston, Mass	126½	126½	25,000	15,000	40,000
2	C. Schumacher & Co., New York City	126½	126½	100,000	.....	100,000
2	R. F. Gaut, Knoxville, Tenn	126½	126½	5,000	.....	5,000
2	Chas. Head & Co., New York City	126½	126.851	.....	200,000	200,000
2	Central Trust Company, New York City	126½	127	.....	25,000	25,000
3	Harvey Fisk & Sons, New York City	126½	127	250,000	1,000,000	1,250,000
3	Maverick National Bank, Boston, Mass	126½	126½	.....	50,000	50,000
3	Foot & French, Boston, Mass	126½	127	.....	100,000	100,000
3	F. W. Hunt & Son, New York City	126½	127	2,700	.....	2,700
3	Howard Savings Institution, Newark, N. J	126½	126½	.....	50,000	50,000
4	Maverick National Bank, Boston, Mass	126½	126½	.....	50,000	50,000
4	Harvey Fisk & Sons, New York City	126½	127	250,000	1,000,000	1,250,000
4	John C. Robert, New Utrecht, N. Y	126½	129½	7,000	.....	7,000
4	I. & S. Wormser, New York City	126½	127½	100,000	.....	100,000
5	Foot & French, Boston, Mass	126½	127	25,000	.....	25,000
5	do	126½	127	.....	100,000	100,000
5	Industrial Trust Company, Providence, R. I.	126½	126½	.....	10,000	10,000
5	do	126½	127	.....	20,000	20,000
5	do	127½	127½	.....	20,000	20,000
5	Harvey Fisk & Sons, New York City	127½	127	250,000	1,000,000	1,250,000

7	Blake, Bros. & Co., Boston, Mass.	127	127	50,000	50,000
7	Foot & French, Boston, Mass.	127	127	25,000	25,000
7	Shamokin Banking Company, Shamokin, Pa.	127	127	10,000	10,000
7	Winnborough National Bank, Winnborough, S. C.	127	126 $\frac{1}{2}$	1,000	1,000
7	Paine, Weber & Co., Boston, Mass.	127	126 $\frac{1}{2}$	3,000	3,000
7	Harvey Fisk & Sons, New York City.	127	127	1,000,000	1,000,000
7	John B. Manning, New York City.	127	127	5,000	5,000
7	Industrial Trust Company, Providence, R. I.	127	126 $\frac{1}{2}$	10,000	10,000
7	do	127	127	20,000	20,000
8	do	127 $\frac{1}{2}$	126 $\frac{1}{2}$	17,300	20,000
8	Chas. Head & Co., New York City.	127 $\frac{1}{2}$	127	100,000	100,000
8	First National Bank, Chicago, Ill.	127 $\frac{1}{2}$	127	20,000	20,000
8	Harvey Fisk & Sons, New York City.	127 $\frac{1}{2}$	127	2,500,000	2,500,000
8	Paine, Weber & Co., Boston, Mass.	127 $\frac{1}{2}$	126 $\frac{1}{2}$	3,000	3,000
8	National Exchange Bank, Albany, N. Y.	127 $\frac{1}{2}$	127	100,000	100,000
9	Harvey Fisk & Sons, New York City.	127	127	2,000,000	2,000,000
9	Laidlaw & Co., New York City.	127	127	375,000	375,000
9	John Hancock National Bank, Springfield, Mass.	127	127	50,000	50,000
9	F. W. Baldwin, New York City.	127	127	8,900	8,900
9	National Exchange Bank, Albany, N. Y.	127	127	100,000	100,000
9	Paine, Weber & Co., Boston, Mass.	127	126 $\frac{1}{2}$	3,000	3,000
10	Richard W. Cornell, New York City.	127 $\frac{1}{2}$	127	1,000,000	1,000,000
10	Dickinson & Alling, New York City.	127 $\frac{1}{2}$	127.33	500,000	500,000
10	Harvey Fisk & Sons, New York City.	127 $\frac{1}{2}$	127	2,000,000	2,000,000
10	do	127 $\frac{1}{2}$	127 $\frac{1}{2}$	750,000	750,000
10	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	127	20,000	40,000
10	National Exchange Bank, Albany, N. Y.	127 $\frac{1}{2}$	127	100,000	100,000
10	Paine, Weber & Co., Boston, Mass.	127 $\frac{1}{2}$	126 $\frac{1}{2}$	3,000	3,000
10	German National Bank, Cincinnati, Ohio.	127 $\frac{1}{2}$	126 $\frac{1}{2}$	9,000	9,000
12	Kidder, Peabody & Co., Boston, Mass.	127	127 $\frac{1}{2}$	20,000	20,000
15	Importers and Traders' National Bank, New York City.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	105,000	105,000
15	James Herdman, attorney, Pittsburgh, Pa.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	5,000	25,000
15	Wm. Holland, Baltimore, Md.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	5,000	5,000
15	Harvey Fisk & Sons, New York City.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	1,000,000	1,000,000
15	Kidder, Peabody & Co., Boston, Mass.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	20,000	21,700
16	First National Bank, Marlborough, Mass.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	100,000	100,000
16	National Bank of Franklin, Pa.	127 $\frac{1}{2}$	128	35,000	35,000
17	Geo. P. Van Wyck, Washington, D. C.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	1,600	1,600
17	Harvey Fisk & Sons, New York City.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	2,000,000	2,000,000
18	First National Bank, Portsmouth, N. H.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	5,000	5,000
18	Guy R. Overend, Philadelphia, Pa.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	11,000	11,000
18	Drexel & Co., Philadelphia, Pa.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	50,000	50,000
19	Sailer & Stevenson, Philadelphia, Pa.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	50,000	50,000
21	Jas. F. Crossen, New York City.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	4,000	4,000
21	Sailer & Stevenson, Philadelphia, Pa.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	50,000	50,000
21	First National Bank, Portsmouth, N. H.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	5,000	5,000
21	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	50,000	50,000
22	Harvey Fisk & Sons, New York City.	127 $\frac{1}{2}$	128	1,500,000	1,500,000
22	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	128	80,000	100,000
22	First National Bank, Portsmouth, N. H.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	5,000	5,000
23	Montpelier Savings Bank, Montpelier, Vt.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	20,000	20,000
23	Julius A. Kohn, New York City.	127 $\frac{1}{2}$	127 $\frac{1}{2}$	50,000	50,000

PURCHASE OF BONDS.

Rejected offers of United States 4 per cent. bonds received under circular of April 17, 1888—Continued.

Date received.	Name of bidder.	Price quoted.	Price.	Amount offered.		Total.
				Coupon.	Registered.	
1888.						
May 23	North Western National Bank, Chicago, Ill.	127½	128	.....	\$50,000	\$50,000
23	Speyer & Co., New York City	127½	128	\$75,000	175,000	250,000
23	Maverick National Bank, Boston, Mass.	127½	128	30,000	80,000	110,000
23	First National Bank, Portsmouth, N. H.	127½	127½	.....	5,000	5,000
24	Maverick National Bank, Boston, Mass.	127½	128	40,000	60,000	100,000
24	Harvey Lyon, Midland City, Mich.	127½	127.592	.....	400	400
24	Chas. Baum, Washington, D. C.	127½	127½	.....	2,500	2,500
24	Julius A. Kohn, New York City	127½	127½	.....	50,000	50,000
25	D. Y. Cooper, Henderson, N. C.	127½	127½	.....	10,000	10,000
25	First National Bank, Marlborough, Mass.	127½	128	.....	50,000	50,000
25	Charles F. Raoux, New York City	127½	127½	.....	2,000	2,000
25	J. H. Griffen, Yorktown, N. Y.	127½	127½	.....	500	500
25	Maverick National Bank, Boston, Mass.	127½	128	50,000	100,000	150,000
25	Julius A. Kohn, New York City	127½	127½	.....	75,000	75,000
26	National Mechanics' Bank, Baltimore, Md.	127½	127½	25,000	.....	25,000
26	H. Ellerbrook, Washington, D. C.	127½	128	.....	1,000	1,000
26	Lake Shore National Bank, Dunkirk, N. Y.	127½	127½	.....	20,000	20,000
26	Julius A. Kohn, New York City	127½	127½	.....	50,000	50,000
28	A. J. Cassard, New Orleans, La.	127½	128	.....	10,000	10,000
28	Maverick National Bank, Boston, Mass.	127½	128	.....	100,000	100,000
29	Frederick W. Perry, New York City	127½	127½	44,000	1,000	45,000
29	Maverick National Bank, Boston, Mass.	127½	128	40,000	110,000	150,000
31	W. Whittemore, Sturbridge, Mass.	127½	127½	2,200	.....	2,200
31	H. G. Neubert, Toledo, Ohio	127½	127½	.....	1,000	1,000
31	Julius A. Kohn, New York City	127½	127½	.....	50,000	50,000
31	E. M. West, Newburgh, N. Y.	127½	127½	.....	1,000	1,000
31	Drexel & Co., Philadelphia, Pa.	127½	128	10,000	40,000	50,000
31	North Western National Bank, Chicago, Ill.	127½	127½	.....	50,000	50,000
June 1	Mrs. Abigail Shaeff, Susquehanna, Pa.	127½	127½	.....	200	200
1	First National Bank, New York City	127½	128	.....	625,000	625,000
1	do	127½	128	.....	175,000	175,000
1	Frederick W. Perry, New York City	127½	127½	20,000	.....	20,000
2	First National Bank, Marlborough, Mass.	127½	128	.....	100,000	100,000
2	Julius A. Kohn, New York City	127½	127½	.....	50,000	50,000
4	Madison National Bank, London, Ohio	127½	128	.....	1,000	1,000
5	Julius A. Kohn, New York City	127½	127½	.....	50,000	50,000
6	Harvey Fisk & Sons, New York City	127½	128	.....	1,500,000	1,500,000
7	Ulster County Savings Institution, Kingston, N. Y.	127½	128	16,000	105,000	121,000
7	First National Bank, Harrisburg, Pa.	127½	128	.....	50,000	50,000
7	C. F. F. Rosenthal, Washington, D. C.	127½	128	.....	400	400
8	Julius A. Kohn, New York City	127½	127½	.....	127,000	127,000

9	Mrs. E. P. Mullet, Cambridge, Mass.	127 1/2	.....	.....	600	600
9	Julius A. Kohn, New York City.	127 1/2	.....	.....	140,000	140,000
11	D. L. Terrell, Crystal Springs, Miss.	128	.....	500	.....	500
11	Julius A. Kohn, New York City.	127 1/2	.....	.....	140,000	140,000
13	Harvey Fisk & Sons, New York City.	128	.....	500,000	1,000,000	1,000,000
14	do	128	.....	2,000	2,000,000	2,500,000
14	Raleigh Savings Bank, Raleigh, N. C.	127 1/2	.....	.....	400,000	2,000
15	Dickinson & Alling, New York City.	127 1/2	.....	.....	40,000	400,000
15	Salem Savings Bank, Salem, Mass.	128	.....	.....	40,000	40,000
15	Maverick National Bank, Boston, Mass.	123	.....	30,000	20,000	50,000
16	Dickenson & Alling, New York City.	128 1/2	.....	100,000	400,000	400,000
16	National Bank of Commerce, New York City.	123	.....	.....	100,000	100,000
18	Dickinson & Alling, New York City.	128	.....	.....	400,000	400,000
19	do	128 1/2	.....	.....	400,000	400,000
20	John M. Buchanan, Beaver, Pa.	128 1/2	.....	1,500	.....	1,500
20	Dickinson & Alling, New York City.	128 1/2	.....	.....	400,000	400,000
21	Riggs & Co., Washington, D. C.	128 1/2	.....	.....	50,000	50,000
25	National Metropolitan Bank, Washington, D. C.	128 1/2	.....	.....	25,000	25,000
25	Maverick National Bank, Boston, Mass.	128 1/2	.....	10,000	50,000	60,000
26	do	128 1/2	.....	10,000	60,000	70,000
26	H. B. Lovering, Boston, Mass.	128 1/2	.....	.....	10,000	10,000
26	James Lord, Lebanon, Pa.	128 1/2	.....	.....	35,000	35,000
27	Maverick National Bank, Boston, Mass.	128 1/2	.....	10,000	60,000	70,000
27	First National Bank, Chicago, Ill.	128 1/2	.....	25,000	.....	25,000
27	George C. Bergling, Washington, D. C.	129	.....	.....	1,000	1,000
27	Peekskill Savings Bank, Peekskill, N. Y.	128 1/2	.....	.....	54,000	54,000
27	Daniel Strouse, Philadelphia, Pa.	128 1/2	.....	.....	10,000	10,000
28	Julius A. Kohn, New York City.	128 1/2	.....	.....	10,000	10,000
28	Harvey Fisk & Sons, New York City.	128 1/2	.....	.....	1,500,000	1,500,000
29	Julius A. Kohn, New York City.	128 1/2	.....	.....	20,000	20,000
30	do	128 1/2	.....	.....	20,000	20,000
2	Maverick National Bank, Boston, Mass.	128 1/2	.....	.....	50,000	50,000
2	Foot & French, Boston, Mass.	127 1/2	.....	.....	75,000	75,000
2	Frank Cook, Cincinnati, Ohio.	127 1/2	.....	.....	1,500	1,500
3	Peekskill Savings Bank, Peekskill, N. Y.	128 1/2	.....	.....	54,000	54,000
3	Charles Henrotin, Chicago, Ill.	127 1/2	.....	.....	50,000	50,000
3	Julius A. Kohn, New York City.	127 1/2	.....	.....	20,000	20,000
3	Manhattan Trust Company, New York City.	127 1/2	.....	6,500	.....	6,500
3	Foot & French, Boston, Mass.	127 1/2	.....	25,000	.....	25,000
5	R. Richard Clay, Boston, Mass.	127 1/2	.....	.....	2,500	2,500
5	Frederick Martin, Whitestone, N. Y.	128	.....	.....	100	100
5	George B. Sherman, Buffalo, N. Y.	128 1/2	.....	.....	5,000	5,000
5	Maverick National Bank, Boston, Mass.	127 1/2	.....	20,000	60,000	80,000
5	Julius A. Kohn, New York City.	127 1/2	.....	.....	20,000	20,000
5	Lewis H. Giles, Georgetown, Mass.	127 1/2	.....	.....	1,000	1,000
6	Maverick National Bank, Boston, Mass.	127 1/2	.....	.....	80,000	80,000
6	Julius A. Kohn, New York City.	127 1/2	.....	.....	20,000	20,000
6	Charles Henrotin, Chicago, Ill.	127 1/2	.....	.....	50,000	50,000
7	C. Raoux, New York City.	127 1/2	.....	.....	2,500	2,500
7	Julius A. Kohn, New York City.	127 1/2	.....	.....	20,000	20,000
9	Beall, Brown & Co., Washington, D. C.	127 1/2	.....	.....	4,000	4,000
9	East End Savings Bank, Cleveland, Ohio.	127 1/2	.....	500	.....	500

July

PURCHASE OF BONDS.

Rejected offers of United States 4 per cent. bonds received under circular of April 17, 1888—Continued.

Date received.	Name of bidder.	Price quoted.	Price.	Amount offered.		Total.
				Coupon.	Registered.	
1888.						
July 9	Maverick National Bank, Boston, Mass.	127 $\frac{3}{4}$	127 $\frac{3}{4}$	\$20,000	\$80,000	\$100,000
10	William Patten, trustee, Philadelphia, Pa.	127 $\frac{1}{2}$	128	.....	50,000	50,000
10	Julius A. Kohn, New York City.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	22,000	22,000
10	Foot & French, Boston, Mass.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	100,000	100,000
10	Drexel & Co., Philadelphia, Pa.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	60,000	70,000
10	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	10,000	80,000	100,000
11	Myers, Rutherford & Co., New York City.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	20,000	50,000	50,000
11	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	100,000	130,000
11	Julius A. Kohn, New York City.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	30,000	22,000	22,000
11	Foot & French, Boston, Mass.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	100,000	100,000
11	Amalie Guiterman, Weisbaden, Germany	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	5,000	5,000
12	Paul Franc, New York City.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	2,600	2,600
12	William Patten, Atlantic City, N. J.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	50,000	50,000
12	Reed, McGrann & Co., Lancaster, Pa.	127 $\frac{1}{2}$	128	3,250	.....	3,250
12	National Bank of Commerce, New York City.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	200,000	200,000
12	Julius A. Kohn, New York City.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	22,000	22,000
13	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	40,000	160,000	200,000
13	Drexel & Co., Philadelphia, Pa.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	15,000	80,000	95,000
13	Julius A. Kohn, New York City.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	22,000	22,000
13	National Bank of Commerce, New York City.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	200,000	200,000
13	Second National Bank, Erie, Pa.	127 $\frac{1}{2}$	128	.....	250,000	250,000
14	William Patten, Atlantic City, N. J.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	50,000	50,000
14	Henry H. Watkins, Philadelphia, Pa.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	15,000	15,000
14	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	40,000	160,000	200,000
14	Harvey Fisk & Sons, New York City.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	1,000,000	1,000,000
14	Julius A. Kohn, New York City.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	22,000	22,000
16	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	40,000	160,000	200,000
16	C. E. Strong, Fond du Lac, Wis.	127 $\frac{1}{2}$	128	.....	1,500	1,500
16	Riggs & Co., Washington, D. C.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	250,000	250,000
16	Lewis Johnson & Co., Washington, D. C.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	18,000	18,000
16	Julius A. Kohn, New York City.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	22,000	22,000
16	Messalonskee National Bank, Oakland, Me.	127 $\frac{1}{2}$	128	.....	55,000	55,000
17	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	40,000	160,000	200,000
17	Myers, Rutherford & Co., New York City.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	50,000	50,000
17	Julius A. Kohn, New York City.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	22,000	22,000
18	Reed, McGrann & Co., Lancaster, Pa.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	3,250	.....	3,250
18	National Bank of Commerce, New York City.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	200,000	200,000
18	Julius A. Kohn, New York City.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	.....	22,000	22,000
18	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	50,000	200,000	250,000
19	Drexel & Co., Philadelphia, Pa.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	15,000	100,000	115,000
19	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	127 $\frac{3}{4}$	50,000	200,000	250,000

20	do	.....	127 1/2	50,000	200,000	250,000
20	Julius A. Kohn, New York City	.....	127 1/2	.....	22,000	22,000
20	Mary J. Gilmore, Fulton, N. Y.	.....	127 1/2	.....	20,000	20,000
21	Maverick National Bank, Boston, Mass.	.....	127 1/2	50,000	200,000	250,000
21	Julius A. Kohn, New York City	.....	127 1/2	.....	22,000	22,000
23	Augustus J. Cassard, New Orleans, La.	.....	127 1/2	.....	10,000	10,000
25	Levi Sohl, Noblesville, Ind.	.....	127 1/2	.....	2,000	2,000
25	Chr. F. Zweigart, jr., Maysville, Ky.	.....	127 1/2	.....	500	500
25	Julius A. Kohn, New York City	.....	127 1/2	.....	22,000	22,000
25	Northfield National Bank, Northfield, Vt.	.....	127 1/2	.....	1,000	1,000
25	Maverick National Bank, Boston, Mass.	.....	127 1/2	50,000	250,000	300,000
26	National Bank of Commerce, New York City	.....	127 1/2	.....	200,000	200,000
26	Julius A. Kohn, New York City	.....	127 1/2	.....	22,000	22,000
26	Maverick National Bank, Boston, Mass.	.....	127 1/2	50,000	250,000	300,000
27	C. W. Morse, Bath, Me.	.....	127 1/2	.....	250,800	300,800
27	Julius A. Kohn, New York City	.....	127 1/2	.....	22,000	22,000
27	Maverick National Bank, Boston, Mass.	.....	127 1/2	50,000	250,000	300,000
28	do	.....	127 1/2	25,000	175,000	200,000
28	Julius A. Kohn, New York City	.....	127 1/2	.....	22,000	22,000
28	First National Bank, Chicago, Ill.	.....	127 1/2	4,000	.....	4,000
30	Maverick National Bank, Boston, Mass.	.....	127 1/2	25,000	175,000	200,000
30	Levi Sohl, Noblesville, Ind.	.....	127 1/2	.....	2,000	2,000
31	Maverick National Bank, Boston, Mass.	.....	127 1/2	25,000	175,000	200,000
31	Julius A. Kohn, New York City	.....	127 1/2	.....	22,000	22,000
31	Drexel & Co., Philadelphia, Pa.	.....	127 1/2	25,000	175,000	200,000
1	do	.....	127 1/2	25,000	175,000	200,000
1	Julius A. Kohn, New York City	.....	127 1/2	.....	22,000	22,000
2	do	.....	127 1/2	.....	22,000	22,000
2	Maverick National Bank, Boston, Mass.	.....	127 1/2	25,000	175,000	200,000
2	H. Hohenthal, De Soto, Mo.	.....	127 1/2	.....	22,000	22,000
3	Julius A. Kohn, New York City	.....	127 1/2	.....	200,000	200,000
3	National Bank of Commerce, New York City	.....	127 1/2	.....	200,000	200,000
3	Maverick National Bank, Boston, Mass.	.....	127 1/2	25,000	175,000	200,000
3	Fourth Street National Bank, Philadelphia, Pa.	.....	127 1/2	.....	200,000	200,000
4	Hugo Bremer, Milwaukee, Wis.	.....	127 1/2	.....	1,150	1,150
4	National Bank, Franklin, Tenn.	.....	127 1/2	.....	35,000	35,000
4	Louis Hoffstatter, Louisville, Ky.	.....	127 1/2	.....	1,500	1,500
4	Julius A. Kohn, New York City	.....	127 1/2	.....	22,000	22,000
4	Maverick National Bank, Boston, Mass.	.....	127 1/2	25,000	175,000	200,000
4	Decatur National Bank, Decatur, Ill.	.....	127 1/2	.....	25,000	25,000
6	Frank Moore, Washington, D. C.	.....	127 1/2	.....	850	850
6	H. J. Adams, trustee, Cartersville, Ga.	.....	127 1/2	.....	1,500	1,500
6	National Bank of Franklin, Franklin, Tenn.	.....	127 1/2	.....	35,000	35,000
7	Maverick National Bank, Boston, Mass.	.....	127 1/2	25,000	175,000	200,000
7	National Bank of Commerce, New York City	.....	127 1/2	.....	200,000	200,000
7	Julius A. Kohn, New York City	.....	127 1/2	.....	22,000	22,000
7	National Bank of Franklin, Franklin, Tenn.	.....	127 1/2	.....	35,000	35,000
9	Julius A. Kohn, New York City	.....	127 1/2	.....	22,000	22,000
9	First National Bank, Garrettsville, Ohio.	.....	127 1/2	.....	5,000	5,000
9	Maverick National Bank, Boston, Mass.	.....	127 1/2	30,000	200,000	230,000
9	National Bank of Franklin, Franklin, Tenn.	.....	127 1/2	.....	35,000	35,000
9	Decatur National Bank, Decatur, Ill.	.....	127 1/2	.....	25,000	25,000

Aug.

PURCHASE OF BONDS.

Rejected offers of United States 4 per cent. bonds received under circular of April 17, 1888—Continued.

Date received.	Name of bidder.	Price quoted.	Price.	Amount offered.		Total.
				Coupon.	Registered.	
1888.						
Aug. 10	Julius A. Kohn, New York City.....	127½	127½	.....	\$22,000	\$22,000
13	Kerneys & Babcock, New York City.....	127½	127.48	.....	50,000	50,000
13	Julius A. Kohn, New York City.....	127½	127½	.....	22,000	22,000
15	F. P. Cunningham, Saint Louis, Mo.....	127½	128	.....	8,000	8,000
15	Unger, Smithers & Co., New York City.....	127½	127.92	.....	10,000	10,000
15	do.....	127½	127.93	.....	10,000	10,000
15	do.....	127½	127.94	.....	10,000	10,000
15	do.....	127½	127.95	.....	10,000	10,000
15	do.....	127½	127.96	.....	10,000	10,000
15	do.....	127½	129	.....	3,000,000	3,000,000
21	Harvey Fisk & Sons, New York City.....	128½	129	.....	.....	4,000
22	Riggs & Co., Washington, D. C.....	129	128½	\$4,000	5,000	5,000
22	W. G. Hopper & Co., Philadelphia, Pa.....	129	129	.....	50,000	50,000
22	Unger, Smithers & Co., New York City.....	129	128½	.....	260,000	260,000
22	Dickinson & Alling, New York City.....	129	130	.....	260,000	260,000
23	do.....	129	130	.....	8,000	8,000
25	J. D. Smith, Saint Louis, Mo.....	129	129	.....	40,000	40,000
27	First National Bank, Greensburgh, Ind.....	129	128½	.....	50,000	50,000
27	Second National Bank, Sandusky, Ohio.....	129	128½	.....	5,000	5,000
29	Wm. G. Hopper & Co., Philadelphia, Pa.....	128½	129	.....	20,000	20,000
30	Union National Bank, Chicago, Ill.....	128½	128½	.....	35,000	35,000
31	National Bank, Franklin, Tenn.....	128½	128½	.....	2,500	2,500
31	C. Raoux, New York City.....	128½	128½	.....	1,000	1,000
Sept. 1	Henry F. Smith, Boston, Mass.....	128½	129	.....	500,000	500,000
4	Unger, Smithers & Co., New York City.....	128½	129	.....	1,500,000	1,500,000
10	Harvey Fisk & Sons, New York City.....	129½	129½	.....	1,650	1,650
10	Alphonso Ross, Boston, Mass.....	129½	130	.....	1,000	1,000
12	S. C. Smith, Sunbury, Pa.....	129½	130.311	.....	250,000	250,000
13	National Bank of Commerce, New York City.....	129½	129½	.....	1,250,000	1,250,000
17	First National Bank, New York City.....	130	130	.....	10,000	10,000
17	Union National Bank, Chicago, Ill.....	130	130	.....	20,000	20,000
17	do.....	130	130	.....	4,000,000	4,000,000
18	Harvey Fisk & Sons, New York City.....	130½	130½	.....	36,000	36,000
18	Lawyers' Title Insurance Company, New York City.....	130½	130	.....	1,000,000	1,000,000
19	Dickinson & Alling, New York City.....	130	130	.....	9,000	9,000
19	J. M. Shoemaker & Co., Philadelphia, Pa.....	130	130½	.....	62,000	62,000
21	Edward Wemple, Albany, N. Y.....	130½	132	.....	50,000	50,000
22	Brewster, Cobb & Estabrook, Boston, Mass.....	130½	130½	.....	1,100	1,100
24	Paine, Webber & Co., Boston, Mass.....	130½	130½	.....	148,000	148,000
24	Merchants' National Bank, Albany, N. Y.....	130½	130½	.....	100,000	100,000
25	Alex. Taylor, New York City.....	130½	130½	.....	50,000	50,000
25	Brewster, Cobb & Estabrook, Boston, Mass.....	130½	130½	.....	.....	.....

25	First National Bank, Jefferson City, Mo.	130 $\frac{1}{2}$	131	.....	32,500	32,500
25	Union National Bank, Chicago, Ill.	130 $\frac{1}{2}$	130 $\frac{1}{2}$	.....	15,000	15,000
25	do	130 $\frac{1}{2}$	130 $\frac{1}{2}$	.....	20,000	20,000
27	Harry H. Barrett, Boston, Mass.	120 $\frac{1}{2}$	131	.....	5,000	5,000
27	New York Chemical Manufacturing Company, New York City	130 $\frac{1}{2}$	131	.....	4,000	4,000
28	Hampden Savings Bank, Springfield Depot, Mass.	130 $\frac{1}{2}$	131	.....	50,000	50,000
28	J. M. Shoemaker & Co., Philadelphia, Pa.	130 $\frac{1}{2}$	130 $\frac{1}{2}$	.....	10,000	10,000
29	Lewis Johnson & Co., Washington, D. C.	130 $\frac{1}{2}$	130 $\frac{1}{2}$	.....	3,000	5,000
29	Manhattan Trust Company, New York City	130 $\frac{1}{2}$	130 $\frac{1}{2}$	.....	2,000	20,000
29	do	130 $\frac{1}{2}$	130 $\frac{1}{2}$	.....	.....	30,000
29	do	130 $\frac{1}{2}$	130 $\frac{1}{2}$	.....	.....	20,000
1	Harvey Fisk & Sons, New York City	129 $\frac{1}{2}$	130 $\frac{1}{2}$	.....	.....	1,000,000
1	Brewster, Cobb & Estabrook, Boston, Mass.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	75,000
1	Geo. Hechtel, attorney, Saint Louis, Mo.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	1,000
1	S. Bernheimer & Sons, Saint Louis, Mo.	129 $\frac{1}{2}$	130	.....	.....	80,000
1	M. McCabe, Woonsocket, R. I.	129 $\frac{1}{2}$	130	.....	.....	7,900
1	Maverick National Bank, Boston, Mass.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	50,000	150,000
1	J. M. Shoemaker & Co., Philadelphia, Pa.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	11,000
2	Thos. P. Cleaves, Washington, D. C.	129 $\frac{1}{2}$	130	.....	.....	100
2	Edw. Sweet & Co., New York City	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	50,000
2	Bernheimer & Son, Saint Louis, Mo.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	81,000
2	J. M. Shoemaker & Co., Philadelphia, Pa.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	12,000
2	Maverick National Bank, Boston, Mass.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	90,000	190,000
2	Woodbury & Moulton, Portland, Me.	129 $\frac{1}{2}$	130	.....	95,000	95,000
2	Dickinson & Alling, New York City	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	250,000
2	Brewster, Cobb & Estabrook, Boston, Mass.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	50,000
2	Foot & French, Boston, Mass.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	15,000
3	Maverick National Bank, Boston, Mass.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	100,000	225,000
3	J. M. Shoemaker & Co., Philadelphia, Pa.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	20,000
3	Foot & French, Boston, Mass.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	15,000
3	Edw. Sweet & Co., New York City	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	50,000
3	Harvey Fisk & Sons, New York City	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	2,500,000
3	Arthur T. Benson, Dover Plains, N. Y.	129 $\frac{1}{2}$	130	.....	.....	1,000,000
4	First National Bank, New York City	129 $\frac{1}{2}$	130	.....	.....	50,000
4	First National Bank, Mount Pleasant, Pa.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	6,000	6,000
4	Eversman, Wood & Engraving, Effingham, Ill.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	5,000,000
4	Harvey Fisk & Sons, New York City	129 $\frac{1}{2}$	130	.....	.....	100,000
4	Lawrence National Bank, Lawrence, Mass.	129 $\frac{1}{2}$	130	.....	.....	100,000
4	Maverick National Bank, Boston, Mass.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	100,000
5	Woodbury & Moulton, Portland, Me.	129 $\frac{1}{2}$	130	.....	95,000	95,000
5	J. M. Shoemaker & Co., Philadelphia, Pa.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	19,000
5	Eliot National Bank, Boston, Mass.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	250,000
5	First National Bank, New York City	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	1,000,000
5	Drexel & Co., Philadelphia, Pa.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	25,000	50,000
5	Briggs National Bank, Clyde, N. Y.	129 $\frac{1}{2}$	(*)	.....	.....	37,500
6	Harvey Fisk & Sons, New York City	129 $\frac{1}{2}$	130	.....	.....	5,400,000
5	S. Liebmann's Sons, Brooklyn, N. Y.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	20,000
5	W. K. Vanderbilt, New York City	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	1,000,000
5	Kidder, Peabody & Co., New York City	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	.....	51,400
5	Brewster, Cobb & Estabrook, Boston, Mass.	129 $\frac{1}{2}$	129 $\frac{1}{2}$	.....	40,000	80,000

* At best price above 129.

PURCHASE OF BONDS.

Rejected offers of United States 4 per cent. bonds received under circular of April 17, 1888—Continued.

Date received.	Name of bidder.	Price quoted.	Price.	Amount offered.		Total.
				Coupon.	Registered.	
1888.						
Oct. 5	Maverick National Bank, Boston, Mass.	129½	129½	\$20,000	\$170,000	\$190,000
6	First National Bank, New York City.	129½	129½	.....	1,000,000	1,000,000
6	Blake Brothers & Co., Boston, Mass.	129½	129½	.....	50,000	50,000
6	Maverick National Bank, Boston, Mass.	129½	129½	.....	120,000	120,000
6	Dickinson & Alling, New York City.	129½	129½	.....	13,500	13,500
6	Drexel & Co., Philadelphia, Pa.	129½	129½	30,000	70,000	100,000
6	Lawrence National Bank, Lawrence, Mass.	129½	130	.....	100,000	100,000
6	People's Trust Company, Saint Albans, Vt.	129½	130	7,100	.....	7,100
6	Footte & French, Boston, Mass.	129½	129½	.....	50,000	50,000
6	Brewster, Cobb & Estabrook, Boston, Mass.	129½	129½	.....	100,000	100,000
6	do.	129½	129½	.....	40,000	80,000
8	Blake Brothers & Co., Boston, Mass.	129½	129½	.....	50,000	50,000
8	Drexel & Co., Philadelphia.	129½	129½	.....	80,000	115,000
8	Dickinson & Alling, New York City.	129½	129½	.....	13,500	13,500
8	Lewis Johnson & Co., Washington, D. C.	129½	129½	.....	11,000	11,000
8	J. M. Shoemaker & Co., Philadelphia, Pa.	129½	120½	.....	20,000	20,000
8	Chas. T. Haynes, Worcester, Mass.	129½	130	.....	1,000	1,000
8	N. C. Potter, Saint Louis, Mo.	129½	129½	.....	5,000	5,000
8	First National Bank, New York City.	129½	129½	.....	1,000,000	1,000,000
8	Maverick National Bank, Boston, Mass.	129½	129½	.....	125,000	125,000
8	Lizzie A. Warren, Providence, R. I.	129½	130	.....	2,000	2,000
8	Wm. H. Linkauff & Son, Mobile, Ala.	129½	129½	.....	1,000	1,000
8	Riggs & Co., Washington, D. C.	129½	129½	.....	15,000	15,000
8	Cumberland National Bank, Bridgeton, N. J.	129½	130	.....	50,000	50,000
8	Kidder, Peabody & Co., New York City.	129½	129½	.....	74,750	74,750
8	B. Trum & Son, Cincinnati, Ohio.	129½	130	16,000	15,000	31,000
8	Footte & French, Boston, Mass.	129½	129½	.....	50,000	50,000
8	Brewster, Cobb & Estabrook, Boston, Mass.	129½	129½	50,000	150,000	200,000
8	Eliot National Bank, Boston, Mass.	129½	129½	.....	250,000	250,000
8	Firemen's Mutual Insurance Company, Providence, R. I.	129½	129	.....	40,000	40,000
9	Maverick National Bank, Boston, Mass.	129½	129½	.....	150,000	150,000
9	J. M. Green, trustee, Spencer, Mass.	129½	129½	.....	.....	.....
9	Drexel & Co., Philadelphia, Pa.	129½	129½	3,500	90,000	125,000
9	J. M. Shoemaker & Co., Philadelphia, Pa.	129½	129½	35,000	20,000	20,000
9	R. L. Day & Co., Boston, Mass.	129½	129½	.....	8,000	8,000
9	Wood, Huestis & Co., New York City.	129½	129½	.....	30,000	30,000
9	Maverick National Bank, Boston, Mass.	129½	129½	.....	50,000	50,000
9	Kidder, Peabody & Co., New York City.	129½	129½	.....	74,750	74,750
9	William H. Rollins, Dover, N. H.	129½	129½	.....	5,100	5,100
10	Hanover National Bank, New York City.	129½	129½	.....	150,000	150,000
10	Frederick W. Perry, New York City.	120½	129½	3,050	1,650	4,700

10	Continental National Bank, New York City	129½	.....	.....	50,000	50,000
10	Merchants' National Bank, Boston, Mass.	129½	.....	.....	200,000	200,000
10	Harvey Fisk & Sons, New York City	129½	.....	.....	1,000,000	1,000,000
10	Hallgarten & Co., New York City	129½	.....	375,000	145,000	520,000
10	National Bank, Fayette County, Uniontown, Pa.	129½	.....	3,450	800	4,250
10	M. McCabe, Woonsocket, R. I.	129½	.....	.....	7,900	7,900
10	L. & S. Wormser, New York City	129½	.....	1,000	130,000	131,000
10	State Mutual Fire Insurance Company, Providence, R. I.	129½	.....	.....	45,000	45,000
10	Maverick National Bank, Boston, Mass.	129½	.....	.....	200,000	200,000
10	do.	129½	.....	.....	210,000	210,000
10	S. Herbert Giesy, Washington, D. C.	129½	.....	100,000	100,000	100,000
10	Heidelberg, Ickelheimer & Co., New York City	129½	.....	.....	2,300	2,300
10	Rev. John Hall, Trenton, N. J.	129½	.....	.....	1,000	1,000
10	First National Bank, Fort Smith, Ark.	129½	.....	.....	22,650	22,650
10	National Hope Bank, Warren, R. I.	129½	.....	40,000	860,000	900,000
10	Drexel & Co., Philadelphia, Pa.	129½	.....	.....	20,000	20,000
10	J. M. Shoemaker & Co., Philadelphia, Pa.	129½	.....	.....	17,300	17,300
10	National Pahquoque Bank, Danbury, Conn.	129½	.....	.....	100,000	100,000
10	Institution for Savings, New Bedford, Mass.	129½	.....	.....	500,000	500,000
10	Harvey Fisk & Sons, New York City	129½	.....	.....	60,000	60,000
10	Foot & French, Boston, Mass.	129½	.....	.....	250,000	250,000
10	National Bank of North America, Boston, Mass.	129½	.....	.....	1,150,000	1,150,000
10	Edgar L. Kinsley, New York City	129½	.....	.....	5,000	5,000
10	J. M. Shoemaker & Co., Philadelphia, Pa.	129½	.....	.....	100,000	100,000
10	Vermilye & Co., New York City	129½	.....	.....	100,000	100,000
10	White, Morris & Co., New York City	129½	.....	.....	100,000	100,000
10	Metropolitan Savings Bank, New York City	129½	.....	.....	650,000	650,000
10	Vermilye & Co., New York City	129½	.....	1,200	1,200	1,200
10	Paine, Webber & Co., Boston, Mass.	129½	.....	20,000	662,000	662,000
10	Chase National Bank, New York City	129½	.....	.....	200,000	200,000
10	Third National Bank, Cincinnati, Ohio	129½	.....	.....	150,000	150,000
10	Union National Bank, Chicago, Ill.	129½	.....	.....	54,600	54,600
10	First National Bank, Zanesville, Ohio	129½	.....	.....	1,000,000	1,000,000
10	Kidder, Peabody & Co., New York City	129½	.....	.....	20,000	20,000
10	Kuhn, Loeb & Co., New York City	129½	.....	.....	400,000	400,000
10	Maverick National Bank, Boston, Mass.	129½	.....	.....	60,000	60,000
10	Unger, Smithers & Co., New York City	129½	.....	.....	750,000	750,000
10	Central National Bank, Middletown, Conn.	129½	.....	.....	21,000	21,000
10	First National Bank, New York City	129½	.....	.....	2,000	2,000
11	Merchants' National Bank, Baltimore, Md.	128½	.....	375,000	145,000	520,000
11	Harriet J. Gould, Biddeford, Me.	128½	.....	.....	40,000	40,000
11	Hallgarten & Co., New York City	128½	.....	.....	15,000	15,000
11	Firemen's Mutual Insurance Company, Providence, R. I.	128½	.....	10,000	75,000	75,000
11	First National Bank, Barnesville, Ohio	128½	.....	.....	10,000	20,000
11	do.	128½	.....	.....	40,000	40,000
11	First National Bank, Chicago, Ill.	128½	.....	.....	100,000	100,000
11	Firemen's Mutual Insurance Company, Providence, R. I.	128½	.....	.....	1,500,000	1,500,000
11	Metropolitan Savings Bank, New York City	128½	.....	.....	10,000	10,000
11	Harvey Fisk & Sons, New York City	128½	.....	.....	30,000	30,000
11	Webb, Vincent, executor, Fort Dodge, Iowa	128½	.....	.....	22,550	22,550
11	Samuel Elkins, Philadelphia, Pa.	128½	.....	.....	.....	.....
11	National Lafayette Bank, Cincinnati, Ohio	128½	.....	12,000	.....	.....

PURCHASE OF BONDS.

Rejected offers of United States 4 per cent. bonds received under circular of April 17, 1888—Continued.

Date received.	Name of bidder.	Price quoted.	Price.	Amount offered.		Total.
				Coupon.	Registered.	
1888.						
Oct. 11	First National Bank, Indiana, Pa.	128½	129	.....	\$50,000	\$50,000
11	Sarah A. Heald, Philadelphia, Pa.	128½	129½	.....	1,000	1,000
11	Hanover National Bank, New York City	128½	129	.....	150,000	150,000
11	Edgar L. Kinsley, New York City	128½	129	.....	1,150,000	1,150,000
11	Drexel & Co., Philadelphia, Pa.	128½	129	\$40,000	885,000	925,000
11	Maverick National Bank, Boston, Mass.	128½	128½	10,000	225,000	235,000
11	do	128½	128½	.....	200,000	200,000
11	National Tradesmen's Bank, New Haven, Conn.	128½	129	.....	50,000	50,000
11	First National Bank, Harrisburg, Pa.	128½	129	.....	25,000	25,000
11	Laclede Mutual Fire and Marine Insurance Company, Saint Louis, Mo.	128½	129	6,000	3,000	9,000
11	Union National Bank, Chicago, Ill.	128½	129	.....	200,000	200,000
11	J. M. Shoemaker & Co., Philadelphia, Pa.	128½	129	.....	25,000	25,000
11	Kohn, Popper & Co., New York City	128½	129	.....	67,000	67,000
11	T. D. Probst, New York City	128½	128½	.....	25,000	25,000
11	Kuhn, Loeb & Co., New York City	128½	128½	.....	1,000,000	1,000,000
11	F. O. French, president, New York City	128½	128½	.....	30,000	30,000
11	L. & S. Wormser, New York City	128½	128½	.....	50,000	50,000
11	White, Morris & Co., New York City	128½	129	.....	100,000	100,000
11	Eliot National Bank, Boston, Mass.	128½	129	.....	250,000	250,000
11	First National Bank, New York City	128½	129	.....	750,000	750,000
11	Vermilye & Co., New York City	128½	129	.....	800,000	800,000
12	Northwestern National Bank, Chicago, Ill.	128½	129	.....	50,000	50,000
12	Nassau Bank, for estate David Jones, New York City	128½	128½	.....	200,000	200,000
12	German National Bank, Cincinnati, Ohio	128½	129	.....	200,000	200,000
12	W. S. Lawson & Co., New York City	128½	129	.....	5,000	5,000
12	Edgar L. Kinsley, New York City	128½	129	.....	1,150,000	1,150,000
12	Kohn, Popper & Co., New York City	128½	128½	.....	117,000	117,000
12	Maverick National Bank, Boston, Mass.	128½	128½	10,000	225,000	235,000
12	do	128½	128½	.....	200,000	200,000
12	People's Trust Company, Saint Albans, Vt.	128½	128½	7,100	.....	7,100
12	First National Bank, Indiana, Pa.	128½	128½	.....	50,000	50,000
12	L. & S. Wormser, New York City	128½	128½	.....	50,000	50,000
12	Henry L. Bowman, administrator, Philadelphia, Pa.	128½	129	.....	20,000	20,000
12	J. M. Shoemaker & Co., Philadelphia, Pa.	128½	129	.....	25,000	25,000
12	Kuhn, Loeb & Co., New York City	128½	129	.....	1,000,000	1,000,000
12	Kohn, Popper & Co., New York City	128½	128½	.....	10,000	10,000
12	Naumkeag National Bank, Salem, Mass.	128½	129	.....	25,000	25,000
12	do	128½	129	.....	8,000	8,000
12	F. P. Cunningham, Saint Louis, Mo.	128½	129	.....	5,000	5,000
12	G. H. Schuler, Winfield, Kans.	128½	130	.....	662,000	662,000
12	Third National Bank, Cincinnati, Ohio	128½	129	.....	.....	.....

12	Union National Bank, Chicago, Ill.	128 $\frac{1}{2}$	.....	.....	.....	200,000	200,000
12	Turner, Manuel & Co., New York City.	128 $\frac{1}{2}$	.....	.....	15,000	52,000	67,000
12	A. S. Apgar, cashier, New York City.	128 $\frac{1}{2}$	.....	.....	.....	46,700	46,700
13	Harvey Fisk & Sons, New York City.	127 $\frac{3}{4}$	.....	.....	1,217,000	1,217,000	1,217,000
13	do.	127 $\frac{3}{4}$	.....	.....	.....	654,000	654,000
13	James W. Orme, Washington, D. C.	127 $\frac{3}{4}$	.....	.....	.....	23,500	23,500
13	Julius Magarh, Oxford, Ga.	127 $\frac{3}{4}$	.....	.....	.....	100	100
13	Julius A. Kohn, New York City.	127 $\frac{3}{4}$	.....	.....	15,000	.....	15,000
13	J. S. Newlin, trustee, Philadelphia, Pa.	127 $\frac{3}{4}$	.....	.....	10,000	.....	62,000
13	Maverick National Bank, Boston, Mass.	127 $\frac{3}{4}$	.....	.....	.....	225,000	235,000
13	do.	127 $\frac{3}{4}$	.....	.....	.....	200,000	200,000
13	I. & S. Wormser, New York City.	127 $\frac{3}{4}$	.....	.....	.....	50,000	50,000
13	J. M. Shoemaker & Co., Philadelphia, Pa.	127 $\frac{3}{4}$	.....	.....	.....	25,000	25,000
13	Kuhn, Loeb & Co., New York City.	127 $\frac{3}{4}$	.....	.....	1,000,000	1,000,000	1,000,000
13	Kissam, Whitney & Co., New York City.	127 $\frac{3}{4}$	.....	.....	10,000	10,000	10,000
13	Kidder, Peabody & Co., New York City.	127 $\frac{3}{4}$	.....	.....	100,000	100,000	100,000
13	do.	127 $\frac{3}{4}$	.....	.....	.....	10,000	10,000
13	Turner, Manuel & Co., New York City.	127 $\frac{3}{4}$	.....	.....	15,000	52,000	67,000
13	First National Bank, New York City.	127 $\frac{3}{4}$	.....	.....	.....	750,000	750,000
13	Third National Bank, New York City.	127 $\frac{3}{4}$	.....	.....	.....	50,000	50,000
13	R. B. Smith, New York City.	127 $\frac{3}{4}$	.....	.....	.....	21,000	21,000
13	N. C. Potter, Saint Louis, Mo.	128	.....	.....	.....	5,000	5,000
15	Mrs. Leah Dore, Allston, Mass.	128	.....	.....	500	.....	500
15	Maverick National Bank, Boston, Mass.	128	.....	.....	10,000	225,000	235,000
15	do.	128	.....	.....	.....	200,000	200,000
15	Turner, Manuel & Co., New York City.	128	.....	.....	15,000	52,000	67,000
15	J. M. Shoemaker & Co., Philadelphia, Pa.	128	.....	.....	.....	25,000	25,000
15	Kidder, Peabody & Co., New York City.	128	.....	.....	.....	100,000	100,000
15	do.	128	.....	.....	.....	10,000	10,000
15	I. & S. Wormser, New York City.	128	.....	.....	.....	50,000	50,000
15	Brewster, Cobb & Estabrook, Boston, Mass.	128	.....	.....	.....	150,000	150,000
15	Harvey Fisk & Sons, New York City.	128	.....	.....	.....	950,000	950,000
15	First National Bank, New York City.	128	.....	.....	.....	750,000	750,000
15	Chas. Schmidt, Baltimore, Md.	128	.....	.....	.....	1,000	1,000
15	A. S. Rosenbaum & Co., New York City.	128	.....	.....	34,000	34,400	34,400
16	National City Bank, Paducah, Ky.	127 $\frac{3}{4}$	.....	.....	.....	100,000	100,000
16	Jules A. Kohn, New York City.	127 $\frac{3}{4}$	.....	.....	15,000	15,000	15,000
16	Maverick National Bank, Boston, Mass.	127 $\frac{3}{4}$	.....	.....	10,000	225,000	235,000
16	do.	127 $\frac{3}{4}$	.....	.....	.....	200,000	200,000
16	do.	127 $\frac{3}{4}$	.....	.....	20,000	60,000	80,000
16	Kohn, Popper & Co., New York City.	127 $\frac{3}{4}$	.....	.....	.....	100,000	100,000
16	do.	127 $\frac{3}{4}$	.....	.....	.....	10,000	10,000
16	Turner, Manuel & Co., New York City.	127 $\frac{3}{4}$	.....	.....	15,500	52,000	67,500
16	Brewster, Cobb & Estabrook, Boston, Mass.	127 $\frac{3}{4}$	.....	.....	.....	150,000	150,000
16	H. P. Glover, Mifflinsburgh, Pa.	127 $\frac{3}{4}$	.....	.....	1,150	1,150	1,150
17	National City Bank, Paducah, Ky.	126 $\frac{3}{4}$	.....	.....	.....	100,000	100,000
17	Maverick National Bank, Boston, Mass.	126 $\frac{3}{4}$	.....	.....	10,000	225,000	235,000
17	do.	126 $\frac{3}{4}$	.....	.....	.....	200,000	200,000
17	do.	126 $\frac{3}{4}$	.....	.....	.....	50,000	50,000
17	Post & Flagg, New York City.	126 $\frac{3}{4}$	.....	.....	.....	54,000	54,000
17	R. H. Goodrich, Southington, Conn.	126 $\frac{3}{4}$	.....	.....	1,500	1,500	1,500
17	J. M. Shoemaker & Co., Philadelphia, Pa.	126 $\frac{3}{4}$	.....	.....	.....	20,000	20,000

PURCHASE OF BONDS.

Rejected offers of United States 4 per cent. bonds received under circular of April 17, 1888—Continued.

Date received.	Name of bidder.	Price quoted.	Price.	Amount offered.		Total.
				Coupon.	Registered.	
1888.						
Oct. 17	First National Bank, Newport, N. H.	126 $\frac{1}{2}$	129	.....	\$75,000	\$75,000
17	Brewster, Cobb & Estabrook, Boston, Mass.	126 $\frac{1}{2}$	128 $\frac{1}{2}$	.....	150,000	150,000
18	National City Bank, Paducah, Ky.	127 $\frac{1}{2}$	130	.....	100,000	100,000
18	R. H. Goodrich, Southington, Conn.	127 $\frac{1}{2}$	128	\$1,500	.....	1,500
18	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	128 $\frac{1}{2}$	.....	200,000	200,000
18	do	127 $\frac{1}{2}$	128 $\frac{1}{2}$	.....	200,000	200,000
18	do	127 $\frac{1}{2}$	128	20,000	60,000	80,000
18	Julius A. Kohn, New York City	127 $\frac{1}{2}$	128 $\frac{1}{2}$	15,000	.....	15,000
18	Hermann Cohen, New York City	127 $\frac{1}{2}$	(*)	200	.....	200
18	J. M. Shoemaker & Co., Philadelphia, Pa.	127 $\frac{1}{2}$	128 $\frac{1}{2}$	.....	45,000	45,000
19	National City Bank, Paducah, Ky.	127 $\frac{1}{2}$	130	.....	100,000	100,000
19	R. H. Goodrich, Southington, Conn.	127 $\frac{1}{2}$	128	1,500	.....	1,500
19	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	128 $\frac{1}{2}$	.....	200,000	200,000
19	do	127 $\frac{1}{2}$	128 $\frac{1}{2}$	.....	200,000	200,000
19	do	127 $\frac{1}{2}$	128	20,000	60,000	80,000
19	R. F. Gant, Knoxville, Tenn.	127 $\frac{1}{2}$	130	.....	10,000	10,000
19	N. Necarsulmer, New York City	127 $\frac{1}{2}$	127 $\frac{1}{2}$	.....	10,000	10,000
19	Julius A. Kohn, New York City	127 $\frac{1}{2}$	128 $\frac{1}{2}$	15,000	.....	15,000
19	C. W. Thompson, Edmonton, Ky.	127 $\frac{1}{2}$	129	.....	3,500	3,500
19	Brewster, Cobb & Estabrook, Boston, Mass.	127 $\frac{1}{2}$	128 $\frac{1}{2}$	.....	150,000	150,000
19	J. M. Shoemaker & Co., Philadelphia, Pa.	127 $\frac{1}{2}$	128 $\frac{1}{2}$	.....	40,000	40,000
20	National City Bank, Paducah, Ky.	127 $\frac{1}{2}$	130	.....	100,000	100,000
20	R. H. Goodrich, Southington, Conn.	127 $\frac{1}{2}$	128	1,500	.....	1,500
20	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	128 $\frac{1}{2}$	.....	200,000	200,000
20	do	127 $\frac{1}{2}$	128 $\frac{1}{2}$	.....	200,000	200,000
20	do	127 $\frac{1}{2}$	128	20,000	60,000	80,000
20	C. W. Thompson, Edmonton, Ky.	127 $\frac{1}{2}$	129	.....	3,500	3,500
20	Elmer E. Seger, Quincy, Ill.	127 $\frac{1}{2}$	130	2,200	.....	2,200
20	Julius A. Kohn, New York City	127 $\frac{1}{2}$	128 $\frac{1}{2}$	15,000	.....	15,000
22	National City Bank, Paducah, Ky.	127 $\frac{1}{2}$	130	.....	100,000	100,000
22	R. H. Goodrich, Southington, Conn.	127 $\frac{1}{2}$	128	1,500	.....	1,500
22	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	128 $\frac{1}{2}$	.....	200,000	200,000
22	do	127 $\frac{1}{2}$	128 $\frac{1}{2}$	.....	200,000	200,000
22	do	127 $\frac{1}{2}$	128	20,000	60,000	80,000
22	C. W. Thompson, Edmonton, Ky.	127 $\frac{1}{2}$	129	.....	3,500	3,500
22	Northwestern National Bank, Chicago, Ill.	127 $\frac{1}{2}$	128	.....	50,000	50,000
22	J. M. Shoemaker & Co., Philadelphia, Pa.	127 $\frac{1}{2}$	128 $\frac{1}{2}$	.....	45,000	45,000
22	A. S. Rosenbaum & Co., New York City	127 $\frac{1}{2}$	128 $\frac{1}{2}$	3,000	30,400	33,400
23	National City Bank, Paducah, Ky.	128	130	.....	100,000	100,000
23	R. H. Goodrich, Southington, Conn.	128	128	1,500	.....	1,500
23	C. W. Thompson, Edmonton, Ky.	128	129	.....	3,500	3,500

23	Northwestern National Bank, Chicago, Ill.	128	.....	.....	50,000
23	A. S. Rosenbaum & Co., New York City	128	.....	3,000	33,400
23	Julius A. Kohn, New York City	128	.....	15,000	15,000
23	J. M. Shoemaker & Co., Philadelphia, Pa.	128	.....	.....	45,000
23	Maverick National Bank, Boston, Mass.	128	.....	.....	200,000
23	do	128	.....	.....	200,000
24	National City Bank, Paducah, Ky.	128	.....	.....	100,000
24	R. H. Goodrich, Southington, Conn.	127	.....	.....	3,500
24	C. W. Thompson, Edmont, Ky.	127	.....	.....	50,000
24	Northwestern National Bank, Chicago, Ill.	128	.....	.....	200,000
24	Maverick National Bank, Boston, Mass.	128	.....	.....	200,000
24	do	128	.....	.....	30,400
24	A. S. Rosenbaum & Co., New York City	127	.....	.....	15,000
24	Julius A. Kohn, New York City	127	.....	.....	3,000
24	Jones, French & Maury, New York City	127	.....	.....	15,000
24	Fidelity Fire and Marine Insurance Company, Cincinnati Ohio	127	.....	.....	10,000
24	Fanny Langsdorf, New York City	127	.....	42,350	79,000
24	Leah Dore, Anacostia, D. C.	127	.....	.....	600
24	James D. Fessenden, New York City	127	.....	500	500
24	J. M. Shoemaker & Co., Philadelphia, Pa.	127	.....	.....	2,000
25	National City Bank, Paducah, Ky.	128	.....	.....	45,000
25	R. H. Goodrich, Southington, Conn.	128	.....	.....	100,000
25	C. W. Thompson, Edmont, Ky.	128	.....	.....	1,500
25	Northwestern National Bank, Chicago, Ill.	128	.....	.....	3,500
25	Maverick National Bank, Boston, Mass.	128	.....	.....	50,000
25	do	128	.....	.....	200,000
25	Julius A. Kohn, New York City	128	.....	.....	200,000
25	A. S. Rosenbaum & Co., New York City	128	.....	15,000	15,000
25	Jones, French & Maury, New York City	128	.....	3,000	33,400
26	National City Bank, Paducah, Ky.	128	.....	.....	10,000
26	R. H. Goodrich, Southington, Conn.	128	.....	.....	100,000
26	Northwestern National Bank, Chicago, Ill.	128	.....	.....	1,500
26	Maverick National Bank, Boston, Mass.	128	.....	.....	50,000
26	do	128	.....	.....	200,000
26	Turner, Manuel & Co., New York City	128	.....	.....	200,000
26	Julius A. Kohn, New York City	128	.....	.....	52,000
26	A. S. Rosenbaum & Co., New York City	128	.....	.....	53,500
26	Farmers' National Bank, Franklinville, N. Y.	128	.....	.....	15,000
26	Jones, French & Maury, New York City	128	.....	.....	33,400
26	First National Bank, Cawker City, Kans.	128	.....	.....	5,000
27	National City Bank, Paducah, Ky.	128	.....	.....	10,000
27	Northwestern National Bank, Chicago, Ill.	128	.....	.....	12,500
27	Maverick National Bank, Boston, Mass.	128	.....	.....	100,000
27	do	128	.....	.....	50,000
27	Otto Hauser, Saint Louis, Mo.	128	.....	.....	200,000
27	A. S. Rosenbaum & Co., New York City	128	.....	.....	200,000
27	Julius A. Kohn, New York City	128	.....	.....	300
27	J. B. Forsyth, Boston, Mass.	128	.....	.....	33,400
29	National City Bank, Paducah, Ky.	128	.....	.....	15,000
29	Northwestern National Bank, Chicago, Ill.	128	.....	.....	25,000
		128	.....	.....	100,000
		128	.....	.....	50,000

† At price paying.

* At highest price paid this date.

PURCHASE OF BONDS.

Rejected offers of United States 4 per cent. bonds received under circular of April 17, 1888—Continued.

Date received.	Name of bidder.	Price quoted.	Price.	Amount offered.		Total.
				Coupon.	Registered.	
1888.						
Oct. 29	Julius A. Kohn, New York City.....	128	128½	\$15,000	.....	\$15,000
29	J. B. Forsyth, Boston, Mass.....	128	128	.....	\$25,000	25,000
29	A. S. Rosenbaum & Co., New York City.....	128	128	3,000	30,400	33,400
30	National City Bank, Paducah, Ky.....	128	130	.....	100,000	100,000
30	North Western National Bank, Chicago, Ill.....	128	128	.....	50,000	50,000
30	J. B. Forsyth, Boston, Mass.....	128	128	.....	25,000	25,000
30	A. S. Rosenbaum & Co., New York City.....	128	128	.....	30,000	30,000
30	Julius A. Kohn, New York City.....	128	128½	15,000	.....	15,000
30	L. R. Dubuque, Albany, N. Y.....	128	128	.....	25,000	25,000
30	M. L. Lauber, Akron, Pa.....	128	128½	500	.....	500
30	Turner, Manuel & Co., New York City.....	128	128	15,500	.....	67,500
30	Maverick National Bank, Boston, Mass.....	128	128½	.....	200,000	200,000
30	do.....	128	128½	.....	100,000	100,000
31	National City Bank, Paducah, Ky.....	127½	130	.....	100,000	100,000
31	North Western National Bank, Chicago, Ill.....	127½	128	.....	50,000	50,000
31	Maverick National Bank, Boston, Mass.....	127½	128½	.....	200,000	200,000
31	do.....	127½	128½	.....	100,000	100,000
31	Elizabeth Clement, Washington, D. C.....	127½	129	.....	1,800	1,800
31	Julius A. Kohn, New York City.....	127½	128½	15,000	.....	15,000
31	A. S. Rosenbaum & Co., New York City.....	127½	128	.....	30,000	30,000
31	Maverick National Bank, Boston, Mass.....	127½	128½	.....	100,000	100,000
1	National City Bank, Paducah, Ky.....	127½	130	.....	100,000	100,000
1	North Western National Bank, Chicago, Ill.....	127½	128	.....	50,000	50,000
1	Maverick National Bank, Boston, Mass.....	127½	128½	.....	200,000	200,000
1	do.....	127½	128½	.....	200,000	200,000
1	Nathaniel Bacon, Chicago, Ill.....	127½	(*)	.....	1,000	1,000
1	A. S. Rosenbaum & Co., New York City.....	127½	128	.....	30,000	30,000
1	First National Bank, Woodstown, N. J.....	127½	130	.....	55,000	55,000
1	Julius A. Kohn, New York City.....	127½	128½	25,000	.....	25,000
2	National City Bank, Paducah, Ky.....	127½	130	.....	100,000	100,000
2	North Western National Bank, Chicago, Ill.....	127½	128	.....	50,000	50,000
2	Maverick National Bank, Boston, Mass.....	127½	128½	.....	200,000	200,000
2	do.....	127½	128½	.....	200,000	200,000
2	Fidelity Fire and Marine Insurance Company, Cincinnati, Ohio.....	127½	128½	.....	79,000	121,350
2	A. S. Rosenbaum & Co., New York City.....	127½	130	42,350	.....	30,000
2	Julius A. Kohn, New York City.....	127½	128	25,000	.....	25,000
2	Kohn, Popper & Co.....	127½	128½	.....	10,000	10,000
2	J. M. Shoemaker & Co., Philadelphia, Pa.....	127½	128½	.....	45,000	45,000
2	Russell Sage, New York City.....	127½	128	.....	.....	10,000
3	National City Bank, Paducah, Ky.....	127½	130	10,000	.....	100,000
3	North Western National Bank, Chicago, Ill.....	127½	128	.....	50,000	50,000

3	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	200,000	128 $\frac{7}{8}$	200,000
3	do	127 $\frac{1}{2}$	200,000	128 $\frac{7}{8}$	200,000
3	M. Flengel, Paducah, Ky.	127 $\frac{1}{2}$	3,300	130	3,300
3	Julius A. Kohn, New York City	127 $\frac{1}{2}$	25,000	128 $\frac{3}{4}$	25,000
3	A. S. Rosenbaum & Co., New York City	127 $\frac{1}{2}$	30,000	128	30,000
3	First National Bank, Woodstown, N. J.	127 $\frac{1}{2}$	55,000	130	55,000
5	National City Bank, Paducah, Ky.	127 $\frac{1}{2}$	100,000	130	100,000
5	North Western National Bank, Chicago, Ill.	127 $\frac{1}{2}$	50,000	128	50,000
5	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	200,000	128 $\frac{7}{8}$	200,000
5	do	127 $\frac{1}{2}$	200,000	128 $\frac{7}{8}$	200,000
5	A. S. Rosenbaum & Co., New York City	127 $\frac{1}{2}$	30,000	128	30,000
5	Turner, Manuel & Co., New York City	127 $\frac{1}{2}$	15,500	128	52,500
5	Martha L. Flanders, Holyoke, Mass.	127 $\frac{1}{2}$	1,050	130	1,050
5	Fidelity Fire and Marine Insurance Company, Cincinnati, Ohio	127 $\frac{1}{2}$	42,350	130	79,000
6	National City Bank, Paducah, Ky.	(†)	100,000	130	100,000
6	North Western National Bank, Chicago, Ill.	(†)	50,000	128	50,000
6	Maverick National Bank, Boston, Mass.	(†)	200,000	128 $\frac{7}{8}$	200,000
6	do	(†)	200,000	128 $\frac{7}{8}$	200,000
6	A. S. Rosenbaum & Co., New York City	(†)	30,000	128	30,000
6	Julius A. Kohn, New York City	(†)	30,000	128 $\frac{3}{4}$	30,000
7	National City Bank, Paducah, Ky.	127 $\frac{1}{2}$	100,000	130	100,000
7	North Western National Bank, Chicago, Ill.	127 $\frac{1}{2}$	50,000	128	50,000
7	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	200,000	128 $\frac{7}{8}$	200,000
7	do	127 $\frac{1}{2}$	200,000	128 $\frac{7}{8}$	200,000
7	Julius A. Kohn, New York City	127 $\frac{1}{2}$	30,000	128 $\frac{3}{4}$	30,000
8	National City Bank, Paducah, Ky.	127 $\frac{1}{2}$	100,000	130	100,000
8	North Western National Bank, Chicago, Ill.	127 $\frac{1}{2}$	50,000	128	50,000
8	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	200,000	128 $\frac{7}{8}$	200,000
8	do	127 $\frac{1}{2}$	200,000	128 $\frac{7}{8}$	200,000
8	A. S. Rosenbaum & Co., New York City	127 $\frac{1}{2}$	30,000	128	30,000
8	Julius A. Kohn, New York City	127 $\frac{1}{2}$	30,000	128 $\frac{3}{4}$	30,000
9	National City Bank, Paducah, Ky.	127 $\frac{1}{2}$	100,000	130	100,000
9	North Western National Bank, Chicago, Ill.	127 $\frac{1}{2}$	50,000	128	50,000
9	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	200,000	128 $\frac{7}{8}$	200,000
9	do	127 $\frac{1}{2}$	200,000	128 $\frac{7}{8}$	200,000
9	J. M. Shoemaker & Co., Philadelphia, Pa.	127 $\frac{1}{2}$	50,000	128	50,000
9	Julius A. Kohn, New York City	127 $\frac{1}{2}$	30,000	128 $\frac{3}{4}$	30,000
10	National City Bank, Paducah, Ky.	127 $\frac{1}{2}$	100,000	130	100,000
10	North Western National Bank, Chicago, Ill.	127 $\frac{1}{2}$	50,000	128	50,000
10	Maverick National Bank, Boston, Mass.	127 $\frac{1}{2}$	200,000	128 $\frac{7}{8}$	200,000
10	Julius A. Kohn, New York City	127 $\frac{1}{2}$	30,000	128 $\frac{3}{4}$	30,000
10	First National Bank, New York City	127 $\frac{1}{2}$	55,000	130	55,000
12	National City Bank, Paducah, Ky.	127 $\frac{1}{2}$	100,000	130	100,000
12	North Western National Bank, Chicago, Ill.	127 $\frac{1}{2}$	50,000	128	50,000
12	A. S. Rosenbaum & Co., New York City	127 $\frac{1}{2}$	30,000	128	30,000
12	James Morrison, New Lisbon, Wis.	127 $\frac{1}{2}$	1,000	128	1,000
12	Julius A. Kohn, New York City	127 $\frac{1}{2}$	30,000	128 $\frac{3}{4}$	30,000
12	J. M. Shoemaker & Co., Philadelphia, Pa.	127 $\frac{1}{2}$	50,000	128	50,000
13	National City Bank, Paducah, Ky.	128	100,000	130	100,000
13	North Western National Bank, Chicago, Ill.	128	50,000	128	50,000

* Highest price.

† Election day; New York Stock Exchange closed.

PURCHASE OF BONDS.

Rejected offers of United States 4 per cent. bonds received under circular of April 17, 1888—Continued.

Date received.	Name of bidder.	Price quoted.	Price.	Amount offered.		Total.
				Coupon.	Registered.	
1888.						
Nov. 13	Elmer E. Seger, Quincy, Ill.	128	128	\$2,200	.....	\$2,200
13	Julius A. Kohn, New York City	128	128½	30,000	.....	30,000
13	A. S. Rosenbaum & Co., New York City	128	128	.....	\$30,000	30,000
14	National City Bank, Paducah, Ky.	127½	130	.....	100,000	100,000
14	North Western National Bank, Chicago, Ill.	127½	128	.....	50,000	50,000
14	Julius A. Kohn, New York City	127½	128½	30,000	.....	30,000
15	National City Bank, Paducah, Ky.	128	130	.....	100,000	100,000
15	North Western National Bank, Chicago, Ill.	128	128	.....	50,000	50,000
15	Turner, Manuel & Co., New York City	128	128	15,500	52,000	67,500
15	Julius A. Kohn, New York City	128	128½	30,000	.....	30,000
15	R. F. Moir, Francisco, N. C.	128	128	.....	1,300	1,300
16	North Western National Bank, Chicago, Ill.	128½	128	.....	50,000	50,000
16	Julius A. Kohn, New York City	128½	128½	30,000	.....	30,000
16	National City Bank, Kansas City, Mo.	128½	127½	.....	250,000	250,000
17	National City Bank, Paducah, Ky.	128½	128	.....	50,000	50,000
17	Julius A. Kohn, New York City	128½	128½	30,000	.....	30,000
19	North Western National Bank, Chicago, Ill.	128½	128	.....	50,000	50,000
19	Julius A. Kohn, New York City	128½	128½	30,000	.....	30,000
20	North Western National Bank, Chicago, Ill.	128½	128	.....	50,000	50,000
20	Julius A. Kohn, New York City	128½	128½	30,000	.....	30,000
21	North Western National Bank, Chicago, Ill.	128½	128	.....	50,000	50,000
21	Martin & Runyon, New York City	128½	128	.....	50,000	50,000
21	Pittsfield National Bank, Pittsfield, N. H.	128½	128½	.....	10,400	10,400
22	North Western National Bank, Chicago, Ill.	128½	131	.....	32,000	32,000
22	Julius A. Kohn, New York City	128½	128	.....	50,000	50,000
22	North Western National Bank, Chicago, Ill.	128½	128½	30,000	.....	30,000
23	North Western National Bank, Chicago, Ill.	128½	128	.....	50,000	50,000
23	Julius A. Kohn, New York City	128½	128½	30,000	.....	30,000
23	Cahoone & Wescott, New York City	128½	128½	.....	500,000	500,000
24	North Western National Bank, Chicago, Ill.	128½	129	.....	50,000	50,000
24	Isidore Newman, sr., New York City	128½	128	.....	8,000	8,000
24	Julius A. Kohn, New York City	128½	128½	30,000	.....	30,000
26	North Western National Bank, Chicago, Ill.	128½	128	.....	50,000	50,000
26	Julius A. Kohn, New York City	128½	128½	30,000	.....	30,000
27	North Western National Bank, Chicago, Ill.	128½	128	.....	50,000	50,000
27	Julius A. Kohn, New York City	128½	128½	30,000	.....	30,000
27	Harvey Fisk & Sons, New York City	128½	128½	.....	1,000,000	1,000,000
27	Turner, Manuel & Co., New York City	128½	129	.....	52,000	52,000
28	North Western National Bank, Chicago, Ill.	128½	128½	.....	50,000	50,000
28	Julius A. Kohn, New York City	129½	128	30,000	.....	30,000
30	do	128½	128½	30,000	.....	30,000
30	First National Bank, Green Castle, Pa.	128½	128½	.....	25,000	25,000

PURCHASE OF BONDS.

Rejected offers of United States 4½ per cent. bonds received under circular of April 17, 1888.

Date received.	Name of bidder.	Price quoted.	Price.	Amount offered.		Total.
				Coupon.	Registered.	
1888.						
Apr. 23	Harvey Fisk & Sons, New York City.....	107½	107½	.....	\$666,500	\$666,500
23	do	107½	108½	.....	182,000	182,000
23	Lewis Johnson & Co., Washington D. C.....	107½	107½	\$1,500	8,500	10,000
23	Chase National Bank, New York City.....	107½	108	.....	200,000	200,000
23	J. Kennedy Tod & Co., New York City.....	107½	107.70	22,000	.....	22,000
23	Brewster, Cobb & Estabrook, Boston, Mass.....	107½	107½	3,500	6,500	10,000
23	Maverick National Bank, Boston, Mass.....	107½	107.70	10,000	60,000	70,000
23	Rock Island National Bank, Rock Island, Ill.....	107½	107½	.....	20,000	20,000
23	Smith Dufton, Providence, R. I.....	107½	108.165	.....	9,100	9,100
24	Chase National Bank, New York City.....	108	108	.....	200,000	200,000
24	Stout & Co., New York City.....	108	108	.....	275,000	275,000
24	Julius A. Kohn, New York City.....	108	107½	.....	15,000	15,000
24	Harvey Fisk & Sons, New York City.....	108	107½	.....	500,000	500,000
24	Maverick National Bank, Boston, Mass.....	108	107.60	.....	50,000	50,000
25	Harvey Fisk & Sons, New York City.....	107½	108½	.....	182,000	182,000
25	Maverick National Bank, Boston, Mass.....	107½	107½	.....	50,000	50,000
26	E. R. Morse & Bro., Boston, Mass.....	107½	107½	.....	90,000	90,000
26	Maverick National Bank, Boston, Mass.....	107½	108	.....	50,000	50,000
26	Julius A. Kohn, New York City.....	107½	107½	.....	15,000	15,000
26	Lewis Johnson & Co., Washington, D. C.....	107½	107½	2,200	8,700	10,900
26	Harvey Fisk & Sons, New York City.....	107½	107½	.....	250,000	250,000
27	do	108	107.75	.....	300,000	300,000
27	Lewis Johnson & Co., Washington, D. C.....	108	107.75	2,200	8,700	10,900
27	John W. Foote, New York City.....	108	107.75	126,000	104,000	230,000
28	First National Bank, New York City.....	107½	107½	340,000	160,000	500,000
28	J. M. Shoemaker & Co., Philadelphia, Pa.....	107½	107½	.....	10,000	10,000
28	John Garitee, Philadelphia, Pa.....	107½	107½	.....	2,500	2,500
30	Maverick National Bank, Boston, Mass.....	107½	107½	.....	60,000	60,000
30	Ed. Hogaboom, president, Hot Springs, Ark.....	107½	107½	.....	11,000	11,000
30	J. M. Shoemaker & Co., Philadelphia, Pa.....	107½	107½	.....	10,000	10,000
30	C. D. & J. H. Leverich, New York City.....	107½	107½	100,000	.....	100,000
1	First National Bank, New York City.....	107½	107½	.....	500,000	500,000
1	C. D. & J. H. Leverich, New York City.....	107½	107½	.....	100,000	100,000
1	Fred. F. Gleason, Richmond, Vt.....	107½	108	.....	2,000	2,000
1	J. M. Shoemaker & Co., Philadelphia, Pa.....	107½	107½	.....	11,700	11,700
1	Maverick National Bank, Boston, Mass.....	107½	107½	.....	65,000	65,000
1	J. M. Simonson, New York City.....	107½	107½	.....	300,000	300,000
2	Brewster, Cobb & Estabrook, Boston, Mass.....	107½	107½	100,000	.....	100,000
2	do	107½	107½	.....	15,000	15,000
3	Harvey Fisk & Sons, New York City.....	107½	107½	.....	750,000	750,000
3	F. W. Hunt & Son, New York City.....	107½	108.539	2,350	.....	2,350

May

3	Greenwich Savings Bank, New York City	107 $\frac{1}{2}$	107 $\frac{1}{2}$	.....	300,000
4	L. & S. Wormser, New York City	108	108	50,500	50,500
4	Harvey Fisk & Sons, New York City	108	107 $\frac{1}{2}$	.....	750,000
4	Greenwich Savings Bank, New York City	108	107 $\frac{1}{2}$	.....	300,000
4	Maverick National Bank, Boston, Mass	108	107 $\frac{1}{2}$	.....	25,000
5	Harvey Fisk & Sons, New York City	108	107 $\frac{1}{2}$	.....	750,000
7	Paine, Weber & Co., Boston, Mass	108	108	12,000	12,000
7	Harvey Fisk & Sons, New York City	108	107 $\frac{1}{2}$	.....	500,000
7	Maverick National Bank, Boston, Mass	108	107 $\frac{1}{2}$	.....	40,000
8	Harvey Fisk & Sons, New York City	108	107 $\frac{1}{2}$	.....	1,000,000
8	Julius A. Kohn, New York City	108	108 $\frac{1}{2}$	.....	50,000
8	Maverick National Bank, Boston, Mass	108	107 $\frac{1}{2}$	.....	40,000
8	J. H. Rhodes, president, New York City	108	107 $\frac{1}{2}$	.....	300,000
8	Paine, Weber & Co., Boston, Mass	108	108	.....	12,000
9	J. P. Bell, Lynchburgh, Va	108	108	4,000	4,000
9	Paine, Weber & Co., Boston, Mass	108	108	12,000	12,000
10	Maverick National Bank, Boston, Mass	108	107 $\frac{1}{2}$	40,000	40,000
10	John Belgiano, Baltimore, Md	108	107 $\frac{1}{2}$	15,000	15,000
10	William A. Waite, Glens Falls, N. Y	108	108	.....	50,000
10	Paine, Weber & Co., Boston, Mass	108	108	12,000	12,000
11	L. J. Elvin, Madison, Ind	108	108.638	1,000	3,000
15	J. M. Shoemaker & Co., Philadelphia, Pa	108	108 $\frac{1}{2}$	.....	10,000
16	Smith Dufton, Providence, R. I	108	108 $\frac{1}{2}$	.....	9,100
16	Julius A. Kohn, New York City	108	108.699	.....	50,000
16	Kingston Savings Bank, Kingston, N. Y	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	20,000
18	Lewis Johnson & Co., Washington, D. C	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	10,000
21	Maverick National Bank, Boston, Mass	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	15,000
21	Julius A. Kohn, New York City	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	50,000
21	E. R. Morse & Bro., Boston, Mass	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	10,000
22	Harvey, Fisk & Sons, New York City	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	500,000
22	Maverick National Bank, Boston, Mass	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	15,000
22	Third National Bank, Philadelphia, Pa	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	5,500
23	Maverick National Bank, Boston, Mass	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	40,000
23	Julius A. Kohn, New York City	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	100,000
23	York County National Bank, York, Pa	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	100,000
24	Julius A. Kohn, New York City	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	100,000
24	Brewster, Cobb & Estabrook, Boston, Mass	108 $\frac{1}{2}$	109 $\frac{1}{2}$	.....	40,000
24	Lewis Johnson & Co., Washington, D. C	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	3,000
24	 do	108 $\frac{1}{2}$	108 $\frac{1}{2}$	2,000	.....
25	Julius A. Kohn, New York City	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	150,000
25	Maverick National Bank, Boston, Mass	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	40,000
26	Julius A. Kohn, New York City	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	150,000
26	Drexel, Morgan & Co., New York City	108 $\frac{1}{2}$	108 $\frac{1}{2}$	200,000	200,000
28	Maverick National Bank, Boston, Mass	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	50,000
29	 do	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	45,000
31	Julius A. Kohn, New York City	108 $\frac{1}{2}$	108 $\frac{1}{2}$	.....	100,000
31	W. E. Westervelt, Philadelphia, Pa	108 $\frac{1}{2}$	109	100	100
June 1	First National Bank, New York City	107 $\frac{1}{2}$	107 $\frac{1}{2}$	.....	200,000
1	Middletown National Bank, Middletown, Conn	107 $\frac{1}{2}$	107 $\frac{1}{2}$	.....	12,000
2	Julius A. Kohn, New York City	107 $\frac{1}{2}$	107 $\frac{1}{2}$	.....	100,000
2	Robert McLean, Danbury, Conn	107 $\frac{1}{2}$	107	.....	4,000
2	R. L. Day & Co., Boston, Mass	107 $\frac{1}{2}$	107 $\frac{1}{2}$	1,000	11,000

PURCHASE OF BONDS.

Rejected offers of United States 4½ per cent. bonds received under circular of April 17, 1888—Continued.

Date received.	Name of bidder.	Price quoted.	Price.	Amount offered.		Total.
				Coupon.	Registered.	
1888.						
June 2	Drexel, Morgan & Co., New York City.....	107½	107½	\$135,000	.....	\$135,000
4	Charles Williams, Boston, Mass.....	107½	108	18,000	.....	18,000
5	National Bank State of Florida, Jacksonville, Fla.....	107½	108	.....	\$1,000	1,000
5	Julius A. Kohn, New York City.....	107½	107½	.....	100,000	100,000
5	First National Bank, Cassopolis, Mich.....	107½	107½	.....	37,500	37,500
6	Harvey Fisk & Sons, New York City.....	107½	107½	.....	1,500,000	1,500,000
7	Albert G. Morse, Boston, Mass.....	107½	107½	8,000	.....	8,000
8	Julius A. Kohn, New York City.....	107½	107½	.....	194,000	194,000
9	do.....	107½	107½	.....	160,000	160,000
11	do.....	107½	107½	.....	160,000	160,000
11	Isaac Chism, Norristown, Pa.....	107½	107½	.....	1,300	1,300
11	W. P. Lay <i>et al.</i> , Gadsden, Ala.....	107½	108	.....	5,000	5,000
12	Julius A. Kohn, New York City.....	107½	107½	.....	160,000	160,000
12	First National Bank, New York City.....	107½	107½	.....	350,000	350,000
12	Kidder, Peabody & Co., New York City.....	107½	107½	3,000	.....	3,000
13	Lewis Johnson & Co., Washington, D.C.....	107½	107½	2,000	.....	2,000
13	Harvey Fisk & Sons, New York City.....	107½	107½	.....	2,000,000	2,000,000
13	Julius A. Kohn, New York City.....	107½	107½	.....	204,000	204,000
13	First National Bank, New York City.....	107½	107½	.....	350,000	350,000
13	Thomas H. Perkins & Co., Boston, Mass.....	107½	107½	10,000	.....	10,000
14	Julius A. Kohn, New York City.....	107½	107½	.....	225,000	225,000
14	Harvey Fisk & Sons, New York City.....	107½	107½	500,000	.....	2,500,000
14	Mary A. Illingsworth, Philadelphia, Pa.....	107½	108	.....	500	500
14	Foot & French, Boston, Mass.....	107½	107½	5,000	.....	20,000
15	Dickinson & Alling, New York City.....	107½	107½	.....	200,000	200,000
15	Julius A. Kohn, New York City.....	107½	107½	.....	175,000	175,000
15	First National Bank, Mount Pleasant, Pa.....	107½	107½	.....	100,000	100,000
15	Samuel Williams, jr., Charlestown, Mass.....	107½	107½	.....	2,150	2,150
15	Foot & French, Boston, Mass.....	107½	107½	5,000	.....	20,000
16	Orison B. Smith, New York City.....	107½	107½	8,350	.....	47,350
16	Julius A. Kohn, New York City.....	107½	107½	.....	39,000	47,350
16	Dickinson & Alling, New York City.....	107½	107½	.....	225,000	225,000
16	F. W. Gilley, jr., & Co., New York City.....	107½	107½	.....	200,000	200,000
16	Lewis Johnson & Co., Washington, D.C.....	107½	107½	.....	8,000	8,000
16	Foot & French, Boston, Mass.....	107½	107½	2,500	.....	7,950
18	Dickinson & Alling, New York City.....	107½	107½	.....	5,450	20,000
18	James Wallworth, Upland, Pa.....	107½	107½	.....	20,000	200,000
18	Rock County National Bank, York, Pa.....	107½	107½	.....	1,000	1,000
19	Dickinson & Alling, New York City.....	107½	107½	.....	100,000	100,000
19	W. J. Wilson, New York City.....	107½	107½	.....	200,000	200,000
19	Foot & French, Boston, Mass.....	107½	107½	.....	100,000	100,000
19	.....	107½	107½	.....	20,000	20,000

19	C. D. & J. H. Leverich, New York City.....	107 1/2	600,000	600,000
19	Harvey Fisk & Sons, New York City.....	107 1/2	1,000,000	1,000,000
19	Julius A. Kohn, New York City.....	107 1/2	225,000	225,000
20	Dickinson & Alling, New York City.....	107 1/2	200,000	200,000
20	Harvey Fisk & Sons, New York City.....	107 1/2	1,500,000	1,500,000
20	Bernard McColgan, Philadelphia, Pa.....	107 1/2	3,450	3,450
20	Julius A. Kohn, New York City.....	107 1/2	225,000	225,000
20	C. D. & J. H. Leverich, New York City.....	107 1/2	600,000	600,000
20	Parkinson & Burr, Boston, Mass.....	107 1/2	153,000	153,000
20	Gloucester National Bank, Gloucester, Mass.....	107 1/2	100,000	100,000
20	Foot & French, Boston, Mass.....	107 1/2	20,000	20,000
21	Julius A. Kohn, New York City.....	107 1/2	225,000	225,000
21	C. D. & J. H. Leverich, New York City.....	107 1/2	600,000	600,000
21	Foot & French, Boston, Mass.....	107 1/2	20,000	20,000
22	Julius A. Kohn, New York City.....	107 1/2	225,000	225,000
22	First National Bank, Mount Pleasant, Iowa.....	107 1/2	100,000	100,000
22	Parkinson & Burr, Boston, Mass.....	107 1/2	153,000	153,000
22	C. D. & J. H. Leverich, New York City.....	107 1/2	600,000	600,000
23	Kidder, Peabody & Co., New York City.....	107 1/2	23,000	26,000
23	Julius A. Kohn, New York City.....	107 1/2	275,000	275,000
25	Orison B. Smith, New York City.....	107 1/2	39,000	47,350
25	C. D. & J. H. Leverich, New York City.....	107 1/2	600,000	600,000
25	Julius A. Kohn, New York City.....	107 1/2	275,000	275,000
26	do.....	107 1/2	275,000	275,000
26	First National Bank, Chicago, Ill.....	107 1/2	25,000	25,000
27	Chas. D. Barney & Co., Philadelphia, Pa.....	107 1/2	3,000	3,000
27	Julius A. Kohn, New York City.....	107 1/2	275,000	275,000
28	Harvey Fisk & Sons, New York City.....	107 1/2	3,500,000	3,500,000
28	Julius A. Kohn, New York City.....	107 1/2	275,000	275,000
29	do.....	107 1/2	275,000	275,000
29	Emil Schott, Mifflintown, Pa.....	107 1/2	500	500
29	A. G. Morse, Boston, Mass.....	107 1/2	8,000	8,000
29	Dickinson & Alling, New York City.....	107 1/2	50,000	50,000
29	Brewster, Cobb & Estabrook, Boston, Mass.....	107 1/2	15,000	15,000
30	Julius A. Kohn, New York City.....	107 1/2	275,000	275,000
30	Albert G. Morse, Boston, Mass.....	107 1/2	8,000	8,000
30	Foot & French, Boston, Mass.....	107 1/2	25,000	25,000
30	Manhattan Trust Company, New York City.....	107 1/2	100	100
30	Julius A. Kohn, New York City.....	107 1/2	275,000	275,000
30	do.....	107 1/2	275,000	275,000
30	do.....	107 1/2	275,000	275,000
30	Isaac C. McConihe, Troy, N. Y.....	107 1/2	2,000	2,000
30	Amos Hearlton, Frankfort, Ind.....	107 1/2	10,000	10,000
30	Julius A. Kohn, New York City.....	107 1/2	275,000	275,000
30	J. Uhler, cashier, Harrisburg, Pa.....	107 1/2	250,000	250,000
30	Foot & French, Boston, Mass.....	107 1/2	35,000	35,000
30	Julius A. Kohn, New York City.....	107 1/2	275,000	275,000
30	Drexel & Co., Philadelphia, Pa.....	107 1/2	30,000	30,000
30	Vermilye & Co., New York City.....	107 1/2	551,750	551,750
30	Maverick National Bank, Boston, Mass.....	107 1/2	7,000	20,000
30	Julius A. Kohn, New York City.....	107 1/2	275,000	275,000
30	Foot & French, Boston, Mass.....	107 1/2	35,000	35,000

July

PURCHASE OF BONDS.

Rejected offers of United States 4½ per cent. bond received under circular of April 17, 1888—Continued.

Date received.	Name of bidder.	Price quoted.	Price.	Amount offered.		Total.
				Coupon.	Registered.	
1888.						
July 11	National Bank of Commerce, New York City.....	107½	107½	.....	\$400,000	\$400,000
11	E. Rhodes, New York City.....	107½	107½	.....	5,000	5,000
11	Bernard McColgan, Philadelphia, Pa.....	107½	107½	.....	3,450	3,450
12	Julius A. Kohn, New York City.....	107½	107½	.....	275,000	275,000
12	Henry N. Sheldon, New York City.....	107½	107½	.....	9,000	9,000
13	National Bank of Commerce, New York City.....	107½	107½	.....	400,000	400,000
13	Julius A. Kohn, New York City.....	107½	107½	.....	275,000	275,000
14	do.....	107½	107½	.....	276,000	276,000
14	Harvey Fisk & Sons, New York City.....	107½	107½	.....	1,000,000	1,000,000
16	Lewis Johnson & Co., Washington, D. C.....	107½	107½	\$1,500	1,150	1,650
16	Julius A. Kohn, New York City.....	107½	107½	.....	276,000	276,000
17	do.....	107½	107½	.....	276,000	276,000
17	Harvey Fisk & Sons, New York City.....	107½	107½	.....	1,000,000	1,000,000
18	National Bank of Commerce, New York City.....	107½	107½	.....	400,000	400,000
18	Julius A. Kohn, New York City.....	107½	107½	.....	276,000	276,000
18	Harvey Fisk & Sons, New York City.....	107½	107½	10,000	1,000,000	1,000,000
18	Maverick National Bank, Boston, Mass.....	107½	107½	.....	10,000	20,000
18	Bath Savings Institution, Bath, Me.....	107½	107½	.....	30,000	30,000
19	Drexel & Co., Philadelphia, Pa.....	107½	107½	.....	115,000	115,000
19	Harvey Fisk & Sons, New York City.....	107½	107½	.....	1,000,000	1,000,000
19	Maverick National Bank, Boston, Mass.....	107½	107½	10,000	10,000	20,000
20	Julius A. Kohn, New York City.....	107½	107½	.....	276,000	276,000
21	do.....	107½	107½	.....	276,000	276,000
21	William Potter, Philadelphia, Pa.....	107½	108	.....	10,000	10,000
21	Foot & French, Boston, Mass.....	107½	107½	.....	20,000	20,000
21	First National Bank, New York City.....	107½	107½	.....	100,000	100,000
23	National Exchange Bank, Columbia, Mo.....	107½	107½	.....	25,000	25,000
23	Second National Bank, Louisville, Ky.....	107½	107½	.....	50,000	50,000
24	William Potter, Philadelphia, Pa.....	107½	107½	.....	10,000	10,000
25	Maverick National Bank, Boston, Mass.....	107½	107½	15,000	10,000	25,000
25	S. A. Wheeler, Lexington, Mass.....	107½	107½	.....	1,000	1,000
25	Northfield National Bank, Northfield, Vt.....	107½	107½	.....	276,000	276,000
25	Julius A. Kohn, New York City.....	107½	107½	.....	400,000	400,000
26	National Bank of Commerce, New York City.....	107½	107½	.....	276,000	276,000
26	Julius A. Kohn, New York City.....	107½	107½	15,000	10,000	25,000
26	Maverick National Bank, Boston, Mass.....	107½	107½	.....	276,000	276,000
27	Julius A. Kohn, New York City.....	107½	107½	.....	10,000	10,000
27	Maverick National Bank, Boston, Mass.....	107½	107½	15,000	10,000	25,000
27	Dickinson & Alling, New York City.....	107½	107½	50,000	50,000	100,000
27	Fourth National Bank, New York City.....	107½	107½	.....	50,000	50,000
28	First National Bank, Chicago, Ill.....	107½	107½	5,000	5,000	10,000

28	Aug.	Julius A. Kohn, New York City	107 1/2	276,000	276,000
28		Maverick National Bank, Boston, Mass	107 1/2	20,000	30,000
30		do	107 1/2	20,000	30,000
31		do	107 1/2	20,000	30,000
31		Julius A. Kohn, New York City	107 1/2	276,000	276,000
31		Drexel & Co., Philadelphia, Pa	107 1/2	110,000	110,000
31		Harvey Fisk & Sons, New York City	107 1/2	1,250,000	1,250,000
34		Drexel & Co., Philadelphia, Pa	107 1/2	110,000	110,000
1		A. G. Morse, Boston, Mass	107 1/2	8,000	8,000
1		Julius A. Kohn, New York City	107 1/2	276,000	276,000
1		Dickinson & Alling, New York City	107 1/2	100,000	100,000
1		Exchange National Bank, Columbia, Mo	107 1/2	25,000	25,000
1		First National Bank, Marshall, Tex	107 1/2	10,000	10,000
1		Julius A. Kohn, New York City	107 1/2	276,000	276,000
2		Maverick National Bank, Boston, Mass	107 1/2	15,000	30,000
2		National Bank of Commerce, New York City	107 1/2	400,000	400,000
3		Julius A. Kohn, New York City	107 1/2	276,000	276,000
3		Exchange National Bank, Columbia, Mo	107 1/2	25,000	25,000
3		Maverick National Bank, Boston, Mass	107 1/2	15,000	30,000
3		Julius A. Kohn, New York City	107 1/2	276,000	276,000
4		Watson H. Brown & Bro., New York City	107 1/2	9,500	18,500
4		Exchange National Bank, Columbia, Mo	107 1/2	25,000	25,000
4		Foot & French, Boston, Mass	107 1/2	107 1/2	107 1/2
4		First National Bank, Westfield, Mass	107 1/2	25,000	25,000
6		Exchange National Bank, Columbia, Mo	107 1/2	276,000	276,000
6		Julius A. Kohn, New York City	107 1/2	400,000	400,000
7		National Bank of Commerce, New York City	107 1/2	40,000	40,000
7		Adams, Blodgett & Co., Boston, Mass	107 1/2	500,000	500,000
7		Unger, Smithers & Co., New York City	107 1/2	25,000	25,000
7		Exchange National Bank, Columbia, Mo	107 1/2	21,400	40,000
9		Maverick National Bank, Boston, Mass	107 1/2	276,000	276,000
9		Julius A. Kohn, New York City	107 1/2	1,400	1,400
9		O. W. Longan, Washington, D. C	107 1/2	276,000	276,000
10		Julius A. Kohn, New York City	107 1/2	276,000	276,000
13		do	107 1/2	276,000	276,000
14		do	107 1/2	276,000	276,000
15		do	107 1/2	276,000	276,000
15		Harvey Fisk & Sons, New York City	107 1/2	1,000,000	1,000,000
15		Second National Bank, Manchester, N. H.	107 1/2	50,000	50,000
16		Harvey Fisk & Sons, New York City	107 1/2	1,000,000	1,000,000
16		Julius A. Kohn, New York City	107 1/2	276,000	276,000
16		E. Sweet & Co., New York City	107 1/2	200,000	200,000
17		do	107 1/2	200,000	200,000
17		Julius A. Kohn, New York City	107 1/2	276,000	276,000
18		do	107 1/2	276,000	276,000
18		First National Bank, New York City	107 1/2	149,600	149,600
18		E. Sweet & Co., New York City	107 1/2	200,000	200,000
18		Second National Bank, Manchester, N. H.	107 1/2	50,000	50,000
20		E. Sweet & Co., New York City	107 1/2	200,000	200,000
21		Harvey Fisk & Sons, New York City	108	2,000,000	2,000,000
21		Julius A. Kohn, New York City	108	224,000	224,000
22		do	108	224,000	224,000

PURCHASE OF BONDS.

Rejected offers of United States 4½ per cent. bonds received under circular of April 17, 1888—Continued.

Date received.	Name of bidder.	Price quoted.	Price.	Amount offered.		Total.
				Coupon.	Registered.	
1888.						
Aug. 23	Julius A. Kohn, New York City	108	108½	.....	\$224,000	\$224,000
23	R. M. Cornell, New York City	108	107½	.....	250,000	250,000
24	Julius A. Kohn, New York City	108	108½	.....	224,000	224,000
25	do	108	108½	.....	224,000	224,000
25	Brewster, Cobb & Estabrook, Boston, Mass	108	108	.....	14,000	14,000
28	Harvey Fisk & Sons, New York City	108	108	.....	1,500,000	1,500,000
28	Julius A. Kohn, New York City	108	108½	.....	235,000	235,000
29	Harvey Fisk & Sons, New York City	108	108	.....	1,500,000	1,500,000
29	Julius A. Kohn, New York City	108	108½	.....	235,000	235,000
29	First National Bank, New York City	108	107½	.....	150,000	150,000
29	Bath Savings Institution, Bath, Me	108	108	.....	35,000	35,000
30	Julius A. Kohn, New York City	108	108½	.....	235,000	235,000
31	First National Bank, New York City	108	107½	.....	150,000	150,000
31	Julius A. Kohn, New York City	108	108½	.....	235,000	235,000
1	do	106½	107	.....	235,000	235,000
1	Harvey Fisk & Sons, New York City	106½	106½	.....	2,000,000	2,000,000
1	First National Bank, New York City	106½	106½	.....	150,000	150,000
3	Edward Colston, Cincinnati, Ohio	106½	107	.....	50,000	50,000
4	Harvey Fisk & Sons, New York City	106½	106½	.....	2,000,000	2,000,000
4	First National Bank, New York City	106½	106½	.....	150,000	150,000
5	Julius A. Kohn, New York City	106½	107	.....	235,000	235,000
6	Brewster, Cobb & Estabrook, Boston, Mass	106½	107	.....	15,000	15,000
6	Farmers' Bank, Mason City, Ill	106½	107½	.....	10,000	10,000
6	Julius A. Kohn, New York City	106½	107½	.....	276,000	276,000
7	Harvey Fisk & Sons, New York City	107	106½	.....	1,000,000	1,000,000
7	Julius A. Kohn, New York City	107	107½	.....	276,000	276,000
7	E. Sweet & Co., New York City	107	107	.....	100,000	110,000
7	Brewster, Cobb & Estabrook, Boston, Mass	107	106½	.....	25,000	25,000
8	Julius A. Kohn, New York City	107	107½	.....	276,000	276,000
8	Julius A. Klipp, New York City	107	107½	.....	100	100
10	Harvey Fisk & Sons, New York City	107	106½	.....	1,500,000	1,500,000
11	Julius A. Kohn, New York City	107	107½	.....	50,000	50,000
11	do	107	107½	.....	150,000	150,000
11	do	107	107½	.....	76,000	76,000
12	do	107	107½	.....	50,000	50,000
12	do	107	107½	.....	150,000	150,000
12	do	107	107½	.....	76,000	76,000
12	do	107	107½	.....	8,000	8,000
13	Prosper E. Sloan, executor, Clyde, N. Y	107	107½	.....	90,000	90,000
13	Julius A. Kohn, New York City	107	107½	.....	100,000	100,000
13	do	107	107½	.....	50,000	50,000
13	do	107	107½	.....	50,000	50,000

13	E. Sweet & Co., New York City.....	107	108	20,000	300,000	320,000
13	Maverick National Bank, Boston, Mass.....	107	107	.....	50,000	50,000
14	Julius A. Kohn, New York City.....	107	107	.....	90,000	90,000
14	do.....	107	107	.....	100,000	100,000
14	do.....	107	107	.....	50,000	50,000
15	do.....	107	107	.....	90,000	90,000
15	do.....	107	107	.....	100,000	100,000
15	do.....	107	107	.....	50,000	50,000
15	do.....	107	107	.....	100,000	100,000
15	do.....	107	107	.....	50,000	50,000
15	Edward Sweet & Co., New York City.....	107	107	10,000	100,000	110,000
18	Julius A. Kohn, New York City.....	107	107	.....	150,000	150,000
18	do.....	107	107	.....	126,000	126,000
19	do.....	107	107	.....	175,000	175,000
19	do.....	107	107	.....	101,000	101,000
19	do.....	107	107	.....	151,000	151,000
20	do.....	107	107	.....	100,000	100,000
21	Beneficial Saving Fund Society, Philadelphia, Pa.....	107	107	.....	71,000	71,000
21	Julius A. Kohn, New York City.....	107	107	.....	80,000	80,000
25	do.....	107	107	.....	80,000	80,000
26	do.....	107	107	.....	25,000	25,000
29	Foot & French, Boston, Mass.....	107	108	.....	1,500,000	1,500,000
3	Harvey Fisk & Sons, New York City.....	108	108	.....	1,500,000	1,500,000
4	do.....	108	108	.....	450,000	450,000
5	Corn Exchange National Bank, Philadelphia, Pa.....	108	108	.....	1,600,000	1,600,000
5	Harvey Fisk & Sons, New York City.....	108	108	.....	50,000	50,000
5	Natick National Bank, Natick, Mass.....	108	108	.....	200,000	200,000
6	First National Bank, New York City.....	108	108	.....	450,000	450,000
6	Corn Exchange National Bank, Philadelphia, Pa.....	108	108	.....	429,000	429,000
6	Harvey Fisk & Sons, New York City.....	108	108	.....	50,000	50,000
6	Natick National Bank, Natick, Mass.....	108	108	.....	250,000	250,000
8	Harvey Fisk & Sons, New York City.....	108	108	250,000	400,000	400,000
8	do.....	108	109	250,000	400,000	400,000
9	do.....	108	109	.....	400,000	400,000
9	do.....	108	109	.....	450,000	450,000
9	Manufacturers' National Bank, Boston, Mass.....	108	109	.....	500,000	500,000
11	First National Bank, San Francisco, Cal.....	108	109	.....	90,000	90,000
11	First National Bank, Bainbridge, N. Y.....	108	108	.....	50,000	50,000
11	First National Bank, Clinton, N. J.....	108	108	.....	100,000	100,000
11	National Bank Republic, Boston, Mass.....	108	108	.....	120,000	120,000
12	Citizens' National Bank, Zanesville, Ohio.....	108	108	.....	200,000	200,000
12	Farmers' National Bank, Mount Sterling, Ky.....	108	108	.....	1,000	1,000
13	John Worthington, Brooklyn, N. Y.....	108	108	.....	10,000	10,000
16	Lewis Johnson & Co., Washington, D. C.....	108	108	.....	2,000	2,000
17	W. T. Buckner, Cincinnati, Ohio.....	108	109	.....	50,000	50,000
17	Merchants' National Bank of West Virginia, Morgantown, W. Va.....	108	108	20,000	50,000	50,000
18	Robt. Winthrop & Co., New York City.....	108	108	.....	20,000	20,000
18	First National Bank, Tamaqua, Pa.....	108	108	.....	50,000	50,000
20	Robt. Winthrop & Co., New York City.....	108	108	20,000	20,000	20,000
22	Riggs & Co., Washington, D. C.....	108	108	.....	1,250	1,250
24	Henry Lewis Hamel, Fort Wayne, Ind.....	108	109	1,250	10,000	10,000
24	E. Morrison, New York City.....	108	108	.....	55,000	55,000
25	First National Bank, Leighton, Pa.....	108	108	.....	55,000	55,000

* New York Stock Exchange closed; "Labor day."

PURCHASE OF BONDS.

Rejected offers of United States 4½ per cent. bonds received under circular of April 17, 1888—Continued.

Date received.	Name of bidder.	Price quoted.	Price.	Amount offered.		Total.
				Coupon.	Registered.	
1888.						
Oct. 26	National Bank Republic, New York City.....	108½	108½	.....	\$6, 250	\$6, 250
27	Winslow, Whitlock & Co., New York City.....	108½	108½	.....	20, 000	20, 000
30	A. S. Pratt & Sons, Washington, D. C.....	108½	108½	.....	25, 000	25, 000
Nov. 1	People's National Bank, Ottawa, Kans.....	108½	108½	.....	12, 500	12, 500
1	First National Bank, New York City.....	108½	108½	.....	250, 000	250, 000
2	Kidder, Peabody & Co., Boston, Mass.....	108½	108½	.....	1, 000	1, 000
2	Winslow, Whitlock & Co., New York City.....	108½	108½	.....	30, 000	30, 000
5	Farmers' National Bank, Mount Sterling, Ky.....	108½	108½	.....	200, 000	200, 000
7	Citizens' National Bank, Zanesville, Ohio.....	108½	109½	.....	120, 000	120, 000
8	Winslow, Whitlock & Co., New York City.....	108½	108½	.....	30, 000	30, 000
8	First National Bank, Salem, Mass.....	108½	108½	.....	122, 250	122, 250
8	First National Bank, Albany, N. Y.....	108½	108½	.....	50, 000	50, 000
9	Merchants' National Bank, New Haven, Conn.....	108½	108½	.....	94, 600	94, 600
10	Breese & Smith, New York City.....	108½	108½	.....	35, 000	35, 000
10	Merchants' National Bank, Richmond, Va.....	108½	109	.....	100, 000	100, 000
10	Foot & French, Boston, Mass.....	108½	108½	.....	25, 000	25, 000
10	Harvey Fisk & Sons, New York City.....	108½	108½	.....	250, 000	250, 000
12	Merchants' National Bank, Richmond, Va.....	108½	109	.....	280, 000	280, 000
12	Foot & French, Boston, Mass.....	108½	108½	.....	25, 000	25, 000
13	Merchants' National Bank, Richmond, Va.....	108½	108½	.....	280, 000	280, 000
15	Foot & French, Boston, Mass.....	108½	109	.....	25, 000	25, 000
16	do.....	108½	108½	.....	10, 000	10, 000
17	Winslow, Whitlock & Co., New York City.....	108½	108½	.....	30, 000	30, 000
17	New York National Exchange Bank, New York City.....	108½	108½	.....	175, 000	175, 000
21	Producers' National Bank, Woonsocket, R. I.....	109½	108½	.....	5, 000	5, 000
22	Foot & French, Boston, Mass.....	109½	109½	.....	10, 000	10, 000
23	First National Bank, Alexandria, Va.....	109½	109½	.....	50, 000	50, 000
23	William Potter, executor, Philadelphia, Pa.....	109½	109½	.....	7, 500	7, 500
23	Kinnicutt & Dewitt, Worcester, Mass.....	109½	109½	.....	25, 500	25, 500
24	do.....	109½	109½	.....	25, 500	25, 500
28	Harvey Fisk & Sons, New York City.....	109½	109½	.....	500, 000	500, 000
28	Drexel & Co., Philadelphia, Pa.....	109½	109½	.....	15, 000	15, 000
30	Westminster National Bank, Westminster, Mass.....	109½	109	.....	45, 000	45, 000
30	Drexel & Co., Philadelphia, Pa.....	109½	109½	.....	15, 000	15, 000
1	Brewster, Cobb & Estabrook, Boston, Mass.....	108½	108½	.....	5, 000	5, 000
1	First National Bank, Alexandria, Va.....	108½	108½	.....	50, 000	50, 000
3	Blake Bros. & Co., Boston, Mass.....	108½	108½	.....	1, 000	1, 000
3	First National Bank, Williamsport, Pa.....	108½	108½	.....	32, 000	32, 000
3	Western National Bank, New York City.....	108½	108½	.....	100, 000	100, 000
3	First National Bank, Alexandria, Va.....	108½	108½	.....	50, 000	50, 000
3	Harvey Fisk & Sons, New York City.....	108½	108½	.....	350, 000	350, 000

PURCHASE OF BONDS.

69

4	do	108½	.....	.....	.....
4	Maverick National Bank, Boston, Mass	108½	.....	.....	1, 000, 000
6	Jefferson County Savings Bank, Watertown, N. Y.	108	.....	.....	50, 000
7	Geo. H. Warner, Washington, D. C	108½	.....	.....	10, 000
7	Geo. S. Hale, Boston, Mass	108½	.....	.....	100
8	National Mechanics' Bank, Baltimore, Md	108½	.....	1, 000	1, 000
10	First National Bank, Albany, N. Y	108½	.....	.....	2, 000
12	Riggs & Co., Washington, D. C	108½	.....	.....	20, 000
12	Bank of Saginaw, account Francis Hood, Saginaw, Mich	108½	.....	.....	50, 000
13	Maverick National Bank, Boston, Mass	108½	.....	.....	3, 500
13	Harvey Fisk & Sons, New York City	108½	.....	.....	10, 000
15	Foot & French, Boston, Mass	108½	.....	.....	4, 150
17	First National Bank, Portsmouth, N. H	108½	.....	10, 000	300, 000
17	Henry S. King, trustee, Baltimore, Md	108½	.....	.....	10, 000
18	Harvey Fisk & Sons, New York City	108½	.....	.....	1, 000
19	Henry S. King, trustee, Baltimore, Md	108½	.....	.....	500, 000
19	Foot & French, Boston, Mass	108½	.....	25, 000	1, 000
19	Harvey Fisk & Sons, New York City	108½	.....	.....	25, 000
	Total		2, 754, 400	88, 553, 650	91, 308, 050

Recapitulation of purchases and rejections of United States 4 and 4½ per cent. bonds from August 3, 1887, to December 21, 1888.

Description.	Amount of bonds.	Accrued interest.	Net premium.	Cost.	Average net price.
Circular No. 90, dated August 3, 1887:					
Amount of 4½ per cent. bonds purchased.....	\$11,565,300.00.	\$72,882.27	\$922,195.43	\$12,560,377.70	\$107,974.00
Amount of 4½ per cent. bonds rejected.....	22,050,400.00				
Circular No. 105, dated September 22, 1887:					
Amount of 4 per cent. bonds purchased.....	5,389,250.00	43,691.29	1,296,049.71	6,728,991.00	124,048.00
Amount of 4½ per cent. bonds purchased.....	7,890,100.00	28,997.66	633,770.74	8,552,868.40	108,032.00
Circular No. 42, dated April 17, 1888:					
Amount of 4 per cent. bonds purchased.....	51,334,850.00	280,321.21	14,307,665.57	65,922,836.78	127,871.00
Amount of 4½ per cent. bonds purchased.....	49,106,250.00	253,048.52	3,690,317.19	53,049,615.71	107,514.00
Amount of 4 per cent. bonds rejected.....	132,549,750.00				
Amount of 4½ per cent. bonds rejected.....	91,308,050.00				
Total purchased:					
4 per cent.....	56,724,100.00	324,012.50	15,603,715.28	72,651,827.78	127,508.00
4½ per cent.....	68,561,650.00	354,928.45	5,246,283.36	74,162,861.81	107,652.00

NOTE.—After October 9, 1888, it was found to be necessary to discontinue purchases of bonds held by the Treasurer of the United States to secure circulation, in consequence of the provisions of the act of July 12, 1882, limiting the deposits on account of retiring circulation to \$3,000,000 for each calendar month. Such bonds were, however, frequently offered, sometimes at prices lower than the Department was paying, but they were necessarily rejected.

NOTE.—The quotations reported are those of the morning call at the New York Stock Exchange.

Available surplus in the Treasury on March 4, 1885, and on the first of each succeeding month to and including December, 1888.

Date.	1885.	1886.	1887.	1888.
January 1.....	.....	\$71, 018, 872. 23	\$42, 196, 632. 77	\$69, 842, 879. 11
February 1.....	.....	79, 689, 862. 24	27, 780, 050. 87	85, 230, 746. 09
March 4, 1885, and March 1, other years.....	.....	72, 298, 202. 92	19, 148, 975. 45	92, 987, 796. 82
April 1.....	\$8, 764, 590. 11	76, 381, 099. 54	21, 859, 983. 51	104, 573, 930. 34
May 1.....	22, 259, 025. 76	77, 030, 939. 35	34, 886, 038. 20	110, 244, 969. 60
June 1.....	23, 957, 421. 52	76, 142, 611. 33	23, 951, 692. 44	94, 706, 617. 08
July 1.....	30, 093, 021. 96	75, 191, 109. 95	40, 853, 369. 28	103, 220, 464. 71
August 1.....	40, 676, 930. 68	80, 206, 325. 98	45, 698, 594. 15	106, 349, 535. 47
September 1.....	44, 052, 920. 35	76, 527, 561. 24	44, 760, 908. 86	107, 673, 820. 92
October 1.....	49, 716, 572. 69	67, 896, 321. 01	45, 269, 665. 15	96, 444, 845. 84
November 1.....	63, 903, 106. 30	52, 783, 199. 98	56, 758, 704. 83	74, 491, 969. 88
December 1.....	63, 818, 292. 38	40, 093, 556. 22	55, 258, 701. 19	52, 234, 610. 01
December 1.....	61, 930, 595. 34			

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

*Report of the surveyor-general of New Mexico on private land claim
No. 157.*

JANUARY 28, 1889.—Referred to the Committee on Private Land Claims and ordered
to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 26, 1889.

SIR: In pursuance of the requirements of the eighth section of the act of Congress approved July 22, 1854 (10 Stats., 308), I have the honor to transmit herewith for Congressional action the report of the United States surveyor-general for New Mexico on the private land claim in the name of Josefa Baca, for the Pajarito tract, No. 157, in said Territory; also copy of letter of the 25th instant from the Assistant Commissioner of the General Land Office transmitting the report.

Very respectfully,

WM. F. VILAS,
Secretary.

The PRESIDENT OF THE SENATE PRO TEMPORE.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., January 25, 1889.

SIR: I have the honor to transmit herewith for submission to Congress the report, in duplicate, of the surveyor-general for New Mexico, under the eighth section of the act of Congress approved July 22, 1854 (10 Stats., 308), on the private land claim in the name of Josefa Baca, for the Pajarito tract, No. 157.

I am, sir, very respectfully, your obedient servant,

T. J. ANDERSON,
Assistant Commissioner.

Hon. W. F. VILAS,
Secretary of the Interior.

File No. 210.]

[Reported No. 157.]

Transcript of the documents on file in the office of the United States surveyor-general for the Territory of New Mexico in the matter of private land claim, reported No. 157, in the name of Josefa Baca, for the "Pajarito" tract.

CLAIMANT'S PETITION.

[In the office of the United States surveyor-general for New Mexico. Private land claim No.—.]

To Hon. GEORGE W. JULIAN,
Surveyor-General for New Mexico:

SIR: Your petitioners, Thomas C. Gutierrez, Ana Maria Gutierrez, Juliana Gutierrez, Francisco Chavez, William Durand, Ramon Ortiz, Ygnacio Pena, Juan Chavez y Pena, Francisco Chavez 3d, José Munes, Corras Tenieta, Estenislao Ceraschino, José Padilla y Meribal, Cleto Sarrasiano, Silvestre Sarrasiano, Vicente Padilla y Mariano, and Francisco Pena, respectfully show and set forth that they are the lineal heirs and descendants of Clemente Gutierrez, who departed this life A. D. 1785, possessed of and owning the tract of land known and called the "Pajarito tract," or the sitio of San Ysidro de Pajarito," which tract is bounded on the north by the Atrisco grant, on the south by the sitio or place called "Los Padillas" (being 4,450 varas in width), on the east by the Rio Grande, and on the west by the Rio Puerco. That their said ancestor, Clemente Gutierrez, acquired said tract from Capt. Antonio Baca by purchase, as evidenced by deed of May 10, 1785, who had acquired said tract by inheritance from his mother, Doña Josefa Baca, and by purchase from the other heirs, the said Josefa Baca being the owner of said tract and in possession of the same as far back as 1746, as evidenced by her will of that date now on file in your office as archive No. 94.

And your petitioners claim to be and are the owners in fee of said tract of land by virtue of the purchase of the same by their ancestors, and the continuous, exclusive, uninterrupted, and peaceable possession of the same for the past one hundred and fifty-one years through their said ancestors and in person. The original muniments of title, wills, archives, and documents establishing their said claim are filed herewith, marked respectively from A to W, referred to and made part hereof as Exhibit A, and true and correct transcripts thereof are also filed marked Exhibit B, and true and correct translations thereof are also filed herewith marked Exhibit C, which are also referred to and made a part of this petition.

That the amount of land contained in said tract is not known, as the same has not been surveyed, but that it is about four miles from north to south, and about fourteen miles from east to west; that said tract comprises township 9 north, and ranges 1, 2, and 3 east, and 1 west, according to the United States surveys which have been made over the same, but only range 3 east has been actually surveyed on the ground, and upon which there has been one homestead entry made by Adolfo Chaves, in section 22, township 9 north, of range 2 east. The general form and location of the tract are set out in the sketch map or plat thereof hereto attached, referred to and made a part hereof as Exhibit D. And your petitioners pray that you may take the proper action as provided in section 8 of the act of Congress approved July 22, 1854, to withdraw the lands covered by the claim from market and settlement.

No mineral is known to exist upon any part of this tract, it being purely agricultural and grazing in its character, and used and occupied by your petitioners as such.

That your petitioners and their ancestors have been universally recognized from time immemorial as the owners of said tract by the Governments of Spain and Mexico, and by the people in the neighborhood. But in order that there may be no question now or hereafter on the part of any person in regard to their said title, they present this their petition that you may examine into their said claim and approve it to them and their heirs forever on the part of the United States Government; believing their said claim and rights to be entirely and fully recognized and protected under the provisions of the treaty of Guadalupe Hidalgo, and the act of Congress passed in pursuance of said treaty approved July 22, 1854.

Your petitioners assert and claim an absolute and perfect title to said tract of land by virtue of the laws, usages, and customs of the Kingdom of Spain and the Republic of Mexico, and guaranteed to them by said treaty of Guadalupe Hidalgo, as well as by the continuous, exclusive, uninterrupted, and peaceable possession of the same since the date of said treaty up to the present time. In evidence of which they refer again to the archives of your office, ancient deeds, wills, and judicial writings, submitted herewith as exhibits, and such further documentary and oral evidence as they may produce.

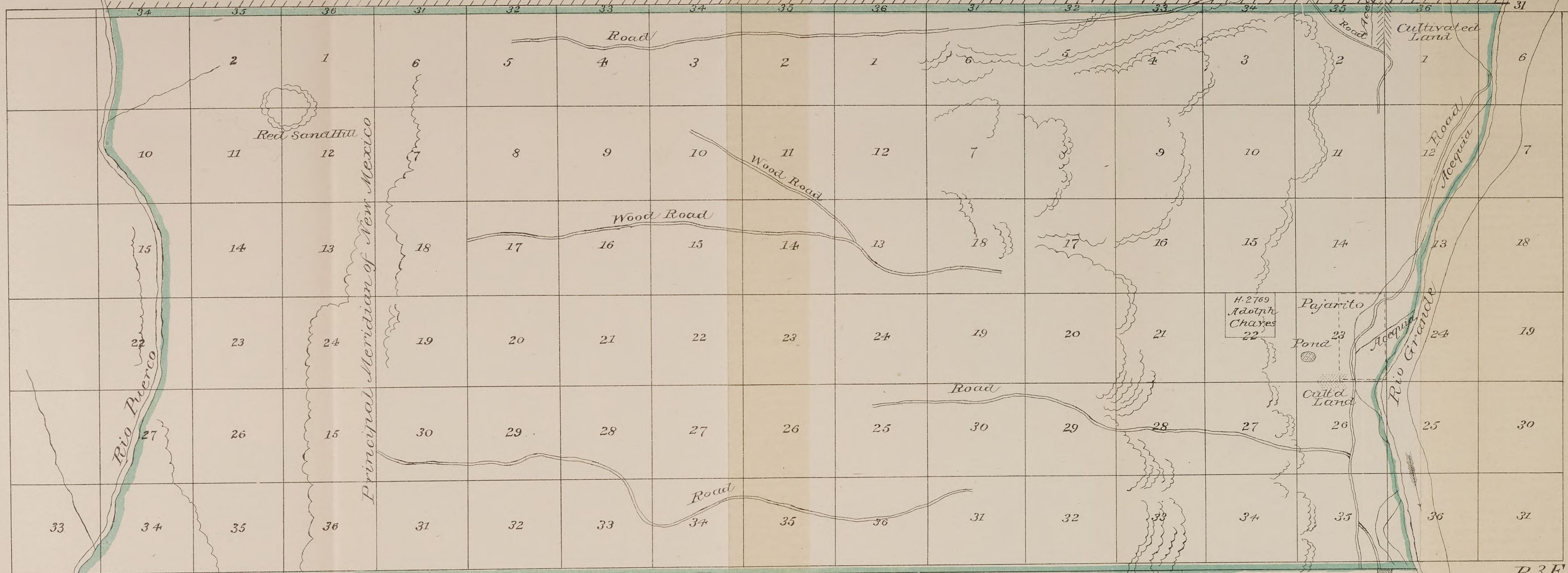
They date their claim from the year 1746, at which time said tract had been in the possession of Josefa Baca, as shown by archive No. 94 in this office, but for how long or in what manner she obtained the same it is impossible to ascertain.

TION

Township No 9 North

T. 8 N.

South Boundary Atrisco Grant



Range No 1 West

Range No 1 East

R 3 E

Sketch Map of the PAJARITO TRACT

It is not believed that this claim will conflict with any other, except the claim of the United States and claimants under it.

Wherefore your petitioners earnestly pray that you will examine into and approve their said claim, and recommend the same to Congress for confirmation to their heirs, descendants, and legatees of Clemente Gutierrez, as their respective interests may appear.

And to that end, that you will take their testimony record, written and oral, which they may offer in support of their said claim at an early day.

And your petitioners will ever pray.

EDWARD L. BARTLETT,
Attorney for Petitioners.

Dated Santa Fé, N. Mex., September 10, A. D. 1877.

List of documents filed as exhibits with claim for tract of Pajarito and abstract of their contents.

Archive No. 94. In surveyor-general's office, will of Josefa Baca and inventory citing the sitio of Pajarito by boundaries, dated in 1746.

1. 1748. Doc. A. Deed from Josefa Baca to Antonio Baca of his share of the Rancho Pajarito, inherited from his mother, dated August 11, 1748. Consideration, \$200.

2. 1751. Doc. B. Deed from Miguel Lusero for his wife, Rosa Baca, to Antonio Baca, of her share of the Rancho Pajarito, inherited from her mother, Josefa Baca, dated November 6, 1751. Consideration, \$200.

3. 1754. Doc. C. Deed from Manuel Baca to Antonio Baca of his share in the Rancho Pajarito, inherited from his mother, dated June 20, 1754. Not signed. Consideration, \$300.

4. 1757. Doc. D. Deed from Domingo Baca to Antonio Baca for his share in the Rancho Pajarito, inherited from his mother, dated November 9, 1757. Consideration, \$500.

Doc. D. I. Clemente Gutierrez died April 20, 1785, but two days previous gave power to make will. Archive in surveyor-general's office No. 371.

5. 185. Doc. E. Deed from Antonio Baca to the family of Clemente Gutierrez of a tract of land, giving boundaries, same being the interest in the Pajarito Rancho, due the two sons of Antonio Baca, dated May 10, 1785. Consideration, \$1,200.

6. 1786. Doc. F. Power of attorney from Maria de la Luz Baca to Antonio Baca to sell her interest in the Rancho Pajarito, dated May 27, 1786.

Doc. F. b. Deed from Maria de la Luz Baca to Francisco Garcia de Ruiz of her interest in the Rancho Pajarito, inherited from her mother, Monica de Chavez, dated October 30, 1787. Consideration, \$600.

Doc. F. c. The above deed being indorsed and transferred by Juan Garcia Ruiz and his sisters to Lorenzo Gutierrez, dated June 20, 1817.

Doc. F. d. Antonio Baca consents to and indorses the sale made by his daughter, Dona Maria de la Luz Baca to Don Francisco Antonia Garcia, of the lands which he (Baca) gave her as her inheritance, but apparently only in trust to Garcia, and this sale to him to be revoked by Antonio Baca at his pleasure. This instrument, dated June 26, 1786, and recorded in Bernalillo County, December 29, 1879.

Doc. G. Statement of Antonio Baca made under oath at the request of his grandson, Don Lorenzo Gutierrez, concerning his ownership of the Rancho Pajarito, dated May 26, 1792.

Doc. G. 2. Archive in surveyor-general's office No. 122. Proceedings and official investigation in regard to share of Isabel Baca's heirs in Pajarito, and finding that Lorenzo Gutierrez occupied and cultivated a large portion of same; this in year 1792.

Doc. G. 3. May 16, 1789. Official measurement and partition of the tract among the six heirs of Josefa Baca, they being Antonio, José Rosa, Isabel, Domingo, and Manuel. There being from north to south 89 cordels of 50 varas each, or, in all, 4,450 varas, and extending from Rio Grande to Rio Puerco.

Doc. H. Lease and agreement to exchange lands to Lorenzo Gutierrez by the other heirs interested in Pajarito, dated June 10, 1803.

Doc. I. Lease and agreement by Maria de la Soledad and Maria Louisa Gutierrez by their husbands, José M. de la Pena and José Miguel Ortiz, to exchange lands with Lorenzo Gutierrez in Pajarito, similar to last above, dated June 3, 1803.

Doc. J. Measurement and division of Pajarito in 1806. (Is a memorandum of official partition contained above in document G. 3.)

Doc. K. Power of attorney from Gertrudes Duran to Ramon Suares to sell land inherited from her mother, dated June 21, 1806. Authenticated June 21, 1808.

Doc. L. Will of Josefa Apolonia Baca, dated November 18, 1809, widow of Don Clemente Gutierrez and mother of six children, viz, Lorenzo, Dona Lorenza, Dona Maria Manuela de la Soledad, Dona Maria Louisa, and Don Juan, and one who died. Don Lorenzo, being executor and having community interest with her under a contract referred. Codicil to will dated July 25, 1812.

Doc. M. Deed from Juan Duran to Mariano Mestas of his interest in Pajarito inherited from his mother Barbara Baca, dated May 6, 1815.

Doc. N. List of property belonging to the maternal inheritance of Don Lorenzo Gutierrez in possession of Dona Apolonia Baca at her death; mentions Pajarito. Dated January 14, 1817.

Doc. O. List of property and values of same belonging to estate of Dona Apolonia Baca at her death; recites her heirs as in Doc. L. by name and partition of Pajarito among them, which they all agreed to. Dated January 16, 1817.

16. 1817. Doc. P. Statement of the proportion of the estate of Dona Apolonia Baca which was inherited by the heirs of Dona Lorenza Gutierrez, dated January 16, 1817. One-fifth second of one-half of Pajarito, and citing the fact that they were then absent in Chihuahua.

17. 1817. Doc. Q. Statement of the proportion of the estate of Dona Apolonia Baca which was inherited by Lorenzo Gutierrez, dated January 16, 1817. One-fifth of one-half of Pajarito.

18. 1817. Doc. R. Statement of the proportion of the estate of Dona Apolonia Baca which was inherited by Dona Maria Louisa Gutierrez, dated January 16, 1817. One-fifth of the one-half of Pajarito.

19. 1817. Doc. S. Statement of the proportion of the estate of Dona Apolonia Baca which was inherited by Dona Maria Manuela de la Soledad Gutierrez, dated —. One-fifth second of the one-half of Pajarito.

20. 1817. Doc. T. Statement of the proportion of the estate of Dona Apolonia Baca which was inherited by Dona Juana Gutierrez. One-fifth second of the one-half of Pajarito.

21. 1817. Doc. U. Certificate of settlement of claim of José Mariano de le Pena for his wife, Dona Maria Manuela de la Soledad Gutierrez, one of the heirs of Dona Apolonia Baca, dated May 13, 1877.

22. 1817. Doc. V. Acknowledgments of receipts of their proportion of the estate of Dona Apolonia Baca, by Juan Garcia Ruiz, José Clemente Ruiz, and their sisters Dona Ana Maria and Dona Maria Dolores, dated June 20, 1817, and recorded in Bernalillo County, December 29, 1879.

23. Doc. W. Statement of property belonging to Juan Jose Gutierrez from the estate of his father, Don Lorenzo Gutierrez, and extracts from the will of Lorenzo Gutierrez, dated January 7, 1829, referring to sitio of Pajarito.

A.

Deed from Joseph Baca to Antonio Baca of the share of the Pajarito tract which he inherited from his mother.

En esta villa de San Phelipe de Alburquerque, en onse dias de el mes de Agosto de este año de mil setesientos cuarenta y ocho años ante Miguel Lusero, Alce. Mayor y Capn. a Guera de dha. Juridision, conparesio ante mi Joseph Baca, a quien doy fee conosco, y dijo que daba y dio en benta reales a saber: un pedaso de tieras que las vbo por crensia de su difunta madre en el sitio de Pajorito, y es a saber que dhas. tieras se las da el dho. Joseph Baca al sobre dicho Antto. Baca, que se lo dio por el presio de dosientos pesos, los que confiesa dho. Joseph Baca haber resebido a su contento y satisfasion, de que se da por contento pagado, y satisfecho, y que si mas bale o baler pueda le ase grasia y donasion pura, mera, perfeta, ynrebocable; que el derecho llama ynter bibos sobre que renunsia su propio fuero dimisilio y besindad y las lelles de la numerata pecunia prueba y paga y las de mancomunidad que abla sobre la mitad de el justo presio que se las da libres de todo senso, tributo y otra ypoteca para que la gose como propias por si, sus hijos, erederos y susesores y que pueda aser de ellas a su boluntad, benderlas, cambiarlas o enajenarlas a su boluntad y al saniamiento obliga su persona, bienes rayses y muebles abidos y por aber, sobre que no le sera puesto pleyto ni demanda por el suso dho. Joseph Baca, ni por sus hijos, erederos, ni susesores, y que si acaso se lo pusieren no sean oydos en juisio ni fuera de él, y dad poder bastante a las justisias de su M. S. para que con todo rigor le conpelan y apremien al cunplimiento de esto escritura como si fuera por sentensia difinitiba de Jues conpetente pasada en cosa jugada sobre que renunsia todo cuanto a su favor pueda

alegar y la ley si cunbenit ellusreditunes. Asi lo otorgo ante mi dho. Alce. Mayor, de que doy fee y lo firmo conmigo y dos testigos de mi asistencia autuando como juez resepetor a falta de escribano publico y real, que no lo ay en este reyno.

JOSEPH BACA. [Rubrica.]

Jues ptor.:

MIGUEL LUSERO. [Rubrica.]

Tto.: ANTTO. BACA. [Rubrica.]

Tto.: BENTURA ROMERO. [Rubrica.]

B.

Deed from Miguel Lucero, on behalf of his wife Rosa Baca, to Antonio Baca of her share in the Pajarito tract, inherited from her mother, Josefa Baca.

En esta villa de Sn. Phelipe de Alburquerque, en seis dias de el mes de nobiembre de este año de mil setesientos y cincuenta y un años, ante mi Miguel Montoya, theniente de Alcalde Mayor, conparesio el Capn. Miguel Lusero, a quien doy fee conosco, y dijo que daba y dio en benta ral (es a saber): Vn pedaso de tier que le pertenesio por erensia a mi esposa de su madre Da. Josepha Baca, las cuales tieras se las a bendido a Antto. Baca, con pareser de mi esposa Da. Rosa Baca, y es a saber que dichas tieras estan yncorporadas en el sitio donde bive dho. conprador llamadose Pajarito, sin que alli me quede por erensia de parte de mi difunta suegra cosa alguna, y es a saber que dha. tieras se las da el dho. Miguel Lusero al sobredho. Antto. Baca; que se lo dio por el presio de dosientos pesos, los que confiesa dho. Miguel Lusero haber resibido, a su contento y satisfasion, de que se da por contento, pagado y satisfecho, y que si mas bale o baler pueda le ase grasia y donasion pura, mera, perfeta, ynrebocable que el de derecho llama ynter vibos sobre que renunsia su propio fuero, domisilio y besindad, y las leyes de la numerata pecunia, prueba y paga y las de mancomunidad que abla sobre la mitad de el justo presio, que las da libres de todo senso, tributo, y otra ypoteca para que la gose como propias, por si, sus hijos, erederos y susesores, y que pueda aser de ellas a su voluntad, benderlas, cambiarlas o enajenarlas como propias y al saniamiento obliga su persona y bienes rayses y muebles abidos y por aber sobre que no le sera puesto pleyto ni demanda por el susodho. Miguel Lusero, ni por sus hijos, erederos ni susesores, y que si acaso se lo pusieren no sean oydos en jusio ni fuera de él y da poder bastante a las justisias de su MS. para que con todo rigor le conpelan y apremien al cunplimiento de esta escritura como si fuera por sentensia definitiva de juez competente pasada en cosa jugada sobre que renunsia todo quanto a su favor pueda alegar, y la ley si cunbeniret ellusreiditunes. Asi lo otorgo ante mi dho. the., de que doy fee y lo firmo conmigo y dos testigos de mi asistencia, autuando como Jues Resepetor a falta de escribano publico y real, que no lo ai en este Reyno.

MIGUEL MONTOYA. [Rubrica.]

MIGUEL LUSERO. [Rubrica.]

Tto.: DIEGO ANTTO. CHABES. [Rubrica.]

Tto.: BENTURA ROMERO. [Rubrica.]

C.

Deed from Manuel Baca to Antonio Baca for the share in the Pajarito tract, which he inherited from his mother.

CARTA DE BENTA REAL A FAVOR DE ANTTO. BACA.

En esta villa de San Phelipe de Alburquerque en beinte dias de el mes de Junio de este año de mil setesientos y cincuenta y cuatro años, ante mi Miguel Lusero, Alcalde Mayor y Capn. a Guera de dha. Juridizion, conparesio ante mi, Manuel Baca, a quien doi fee conosco, y dijo que daba y dio en benta real (es a saber): un pedazo de tiera con una casa en el dho. sitio, que son las que le pertenesen en este sitio de Pajarito las que le pertenesieron de erensia de su difunta madre; quien dise le bendio esta dha. parte a la perzona de Antto. Baca por el presio y cantidad de tresientos y cuarenta pesos, los que confiesa dho. Manuel Baca aber resebido a su contento, satisfasion, de que se da por contento, pagado y satisfecho, y que si mas bale o baler pueda le hase grasia y dona-

ion pura, mera, perfeta, ynrebocable que el derecho llama ynterbibos sobre que renunsia su propio fuero, domisilio y vesindad y las lelles de la numerata pecunia, prueba y paga a las de mancomunidad; que abla sobre la mitad de el justo presio; que se las da libres de todo senso, tributo y otra ypoteca para que las gose por si, sus hijos, erederos y suse-sores y que pueda aser de ellas a su boluntad, benderlas, canbiarlas lo enajenarlas como propias y al saniamiento de ellas obliga su persona, bienes rayses y muebles abidos y por aber, sobre que no le pondra pleyto ni demanda por si ni sus hijos, erederos ni susesores, y que si acaso se lo pusieren no sean oydos en juisio ni fuera de el y da poder bastante a las Justisias de su MS. para que con todo rigor le conpelan y apremien al cunplimiento de esta escritura como si fuera por sentensia difinitiba de jues competente pasada en cosa jugdad; sobre que renunsia todo quanto a su favor pueda alegar y la ley si cunbenirit ellusriditunes. Asi lo otorgo ante mi dho. Alcalde Maior de que doy fee y lo firmo conmigo y dos testigos de mi asistensia, autuando como Jues Resepetor, a falta de escribano publico ni real, que no lo ay en este Reyno.

D.

Deed from Domingo Baca to Antonio Baca of the share in the Pajarito tract, which he inherited from his mother.

En esta villa de San Phelipe de Alburquerque en nueve dias de el mes de Nobiembre de el año de mil setesientos cincuenta y siete años, ante mi Alonso Garzia, the. de Alde. Mayor de esta dha. Juridision, comparecio ante mi la persona de Domingo Baca, a quem doy fee conosco, y dijo que daba y dio en benta real (es a saber): las tieras y casa que le pertenesen en el sitio de Pajarito, las dhas. tieras las ubo de erensia de su difunta madre Da. Josepha Baca, quien dise le vendio esta dha. parte al Capn. Antto. Baca por el presio y cantidad de quinientos pesos, los que confiesa dho. Domingo Baca haver resevido ha su contento y satisfasion, de que se da por contento, pagado y satisfecho, y que si mas bale o baler pueda le hase grasia y donasion, pura, mera, perfeta, ynrebocable que el derecho llama ynter vibos sobre que [torn] [torn] fuero, domisilio y besindad y las [torn] numerata pecunia, prueba y paga y las dema [torn] que habla sobre la mitad de el justo presio que [torn] libres de todo senso, tributo y otra ypoteca, para [torn] por si, sus hijos, erederos y susesores y que pue [torn] ellas a a su boluntad benderlas, canbiarlas, y [torn] como propias, [torn] saniamiento de ellas [torn] ona bienes raises y muebles abidos y por a- [torn] no le pondran pleito ni demanda por [torn] mingo baca, ni por sus hijos, herederos [torn] si acaso se lo pusieren no sean oydos [torn] a de el y da poder bastante a las [torn] para que con todo rigor lo conpelan [torn] nplimiento de esta escritura como [torn] nsia difinitiba de jues competente [torn] jusga [torn] renunsia todo quanto a su favor pueda alegar y la ley si [torn] ret ellusriditunes. Asi lo otorgo ante mi dho. the. de [torn] Mayor, de que doy fee y lo firmo conmigo y dos testigos de mi asistensia, autuando como Jues Resepetor, a falta de escribano publico ni real que no lo hay en este reyno.

DOMINGO BACA. [Rubrica.]
ALONZO GARCIA. [Rubrica.]
EUSEVIO RAEI. [Rubrica.]

Ttos.:

MANUEL BELASQUES. [Rubrica.]

Doc. D 1 is extract from Archive No. 371 in Surveyor-General's Office, being the will of Don Clemente Gutierrez. (See original.)

E.

Deed from Antonio Baca to the family of Clemente Gutierrez, being an interest in the Pajarito tract.

En Sn. Ysidro de Pajarito en diez dias del mes de Maio de mil setecientos ochenta y cinco años, ante mi Dn. Manl. de Artiaga, Alce. maior y capn. a guerra desta villa de Sn. Felipe de Alburquerque, su juridicion y fronteras, comparecio presente la persona de Dn. Antto. Baca, a quien doy fee conosco, y dijo que dava y con efecto dio, en benta real a la casa mortuoria de Dn. Clemente Gutierrez, vna suerte de tierras y ausion al sitio que se comprehende dentro de los siguientes linderos, a saber: De norte a sur desde el ar-

royo que comunmente llaman de los Positos hasta el Lindero de los Padillas, y de oriente a poniente desde el Rio del Norte hasta el Rio Puerco expectuando de dho. sitio la parte que por herencia suya le corresponde dar a sus tres hijas que son las siguientes: Da. Barbara Baca, Da. Polonia Baca, y Da. Maria de la Luz Baca, como tambien la parte que por herencia de Dn. Ysavel Baca, hermana del otorgante, les corresponde a sus legitimos herederos de esta, y solo se incluye dentro de la misma benta la parte que a sus dos hijos, Dn. Diego Anto. Baca y Dn. Juan Domo. Baca, les correspondia por herencia por haverle echo estos dos donacion de dha., sus pertenencias en cui a birtud las bendio incluiendose asi propio en la misma benta doscientas varas mas, de dho. lindero de los Pozitos para arriba, por el presio y cantidad de mil y doscientos pesos corrientes de la tierra, y confiesa tener recebida de dha. casa la expresada cantidad a su contento y entera satisfacion, con que se da por pagado y satisfecho, y si mas bale or baler pueda le hace gracia y donacion pura, mera, perfecta e yrrebocable que el derecho llama intervivos, sobre que renuncio su propio fuero, domicilio y bezinda y las leyes de la no numerata pecunia, prueba, y paga de la mancomunidad que abla sobre la mitad del justo precio, y la del ordenamento real, fecha in corte de Alcalá de Nares, que asi mismo habla sobre la mitad del justo precio de las cosas que se compran y se venden, y desde luego se aparta y desiste de la propiedad, auccion y señorío que a dha. auccion de tierras pueda tener y la traspasa en la expresada casa mortuoria del espredado Dn. Clemente Gutierrez para que la gozen sus hijos, herederos y suzesores sobre que para ello no les sera puesto pleito ni demanda alguna por dho. vendedor, Dn. Anto. Baca, ni sus hijos y herederos, y suzesores y que si acaso se lo pusieron que no sean oidos en juicio, ni fuera de él, y da poder cuanto por derecho se requiere y necesario es a las reales justicias de su Magestad de cualesquiera parte que sean para que por todo rigor de derecho le compelan y apremien al cumplimiento de esta escriptura como se fuera por sentencia definitiva de juez competente pasada en cosa juzgada, consentida y no apelada, y als aneamiento obliga su persona y bienes rayses y muebles abidos y por haver y renuncia quantas leyes pueda haver en su favor y la de *sicutveritrit ed jurisdictionen*. Asi lo otorgo el expresado Dn. Anto. Baca, ante mi, el predho. alce. maior, y los testigos de mi assa., de que doy fee, auctuo. pr. recepa. a falta de escribano publico ni real, que no lo hay de ninga. clase en esta provincia.

ANTTO. BACA. [Rubrica.]

MANUEL DE ARTEAGA. [Rubrica.]

De assa.:

PABLO BEITIA. [Rubrica.]

Aa.:

ANTO. VILLEGAS RUIZ. [Rubrica.]

YMBENTAREADA ANZA. [Rubrica.]

(Endorsed:) Venta de las ttras. de Pajarito echa pr. D. Anto. Baca; año de '85

F a. Power of attorney from Maria de la Luz Baca to Antonio Baca to sell her interest in the Pajarito tract.—F b. Deed from Maria de la Luz Baca to Francisco Garcia de Ruiz of the interest in the Pajarito tract inherited by her from her mother, Monica de Chaves.—F c. Indorsement and transfer of the above deed by Juan Garcia Ruiz and his sisters to Lorenzo Gutierrez.—F d. Indorsement by Antonio Baca of the sale made by his daughter, Doña Maria de la Luz Baca to Don Francisco Antonio Garcia of the lands which he (Baca) gave as her inheritance.

F a.

Un quartillo. Sello. Sello qvarto, vn qvartillo, años de mil setecientos ochenta y seis y ochenta y siete.

En esta villa, capital de Sta. Fee del Nuevo Megico, en beynte y siete dias del mes de Mallo de mil setesientos y ochenta y seys años, paresio ante mi Dn. Antonio Jose Ortiz, Alcde. Mayor y Capn. a gera. de dha. villa y su jurisdiccion, Doña Maria de la Luz Baca, biuda del Capn. Dn. Francisco Trebol Nabaro, y dijo que daba y de fato dio todo su poder cunplido y cunto por derecho se requiere y es nesessario a su padre Dn. Antto. Baca pare que pueda vender y de hecho benda las tieras que le pertenslen en el rancho de Pajarito menos la casa con sus choreras y entradas y salidas y sin perguysio de otros acredores que mejor derecho tengan y en esta conformidad pueda otorgar y otorge las escrituras de venta que sean nesessarias, y para que coste lo firme yo dho. Alcde. Mayor con testigos de asistencia avtuando como Jues Resetor a falta de escribanos qe. de nunguna clase los ay en esta Gobernasion y es fecho vt.

ANTTO. JOSE ORTIZ. [Rubrica.]

JOSE MIGUEL ORTIZ. [Rubrica.]

PEDRO ORTIZ. [Rubrica.]

F b.

Digo yo Da. Maria de la Luz Baca, residente en la villa de Sta. Fee de No. Mexco., viuda del Capn. Graduado qe. fue de este Rl. Preso. Dn. Franco. Trebol Nabarro: Que es cierto aberle bendido a Dn. Franco. Garcia de Ruiz Vezo., del Puesto de Sn. Ysidro de Pajarito, la parte de tierras qe. por erencia de mi difunta madre, Da. Monica de Chaves, y demas me tocaron en el citado puesto, así labradas como por labrar en la cantd. de seiscientos ps. corrtes. de la trra. de cuyo ymporte en qe. nos hemos combenido estoy satisfecha y pagada, a presencia de mi hermano Dn. Diego Anto. Baca en esta dha. villa en treinta dias del mes de 8re de mil sietecientos ochenta y siete años, siendo testigos Dn. Visente Troncoso y Dn. Jose Rafael Sarracino, presentes y besinos; y para qe. se pueda estender la correspte. eceripra. de otorganto. en los terminos corrientes, doy este a presencia de los expresados testigos en esta dha. villa de Sta. Fee.

A ruego de mi hermana Maria de la Lus.

DIEGO ANTTO. BACA. [Rubrica.]

To.: VIZTE. TRONCOSO. [Rubrica.]

To.: JOSE RAFAEL SARRACINO. [Rubrica.]

STA. FE, lo de Nove. de 1787.

Formese por el alcalde de Alburquerque la competente escritura de otorganto. en los terminos acostumbrados.

CONCHA. [Rubrica.]

F c.

En este Pueblo de San Augustin de la Ysleta, en dies dias del mes de Diciembre de mil setesientos ochenta y siete años, ante mi Dn. Manuel de Arteaga, Alcalde Mayor y Capitan de Milicia de la villa de Sn. Phelipe de Alburquerque, su jurisdiccion y fronteras, comparesio presente Dn. Franco. Carcia de Ruiz, vesino residente en el Puesto de Sn. Ysidro de Pajarito pertenesiente a esta jurisdiccion, a quien doy fee conosco, y quien me presento el instrumento de la buelta por el qual y en virtud del decreto que a su continuacion sigue dado pr. el Señor Thte. Coronel Dn. Fernando de la Concha, Govr. Politico y Militar de esta Prouincia de Nuevo Mexco., digo yo, el sitado Alcalde Mayor, que Da. Maria de la Luz Baca, residente en la villa de Sta. Fee, le dio en venta real al expresado Dn. Franco. Garcia de Ruiz, es a saber: la parte de tierras que por erencia de su defunta madre Da. Monica de Chaves y demas que le tocaron en el sitado sitio de Pajarito assi labrados como por labrar, cuios linderos no se sitan en esta escritura por no estar repartido dho. sitio y no saber quienes sean sus colindantes, y dhas. tierras se las dio por el presio de seis sientos pesos corrientes de la tierra, los que confiesa dha. Da. Maria de la Luz Baca haber resibido de dho. Dn. Franco, Garcia de Ruiz a toda su satisfacion y contento y con culla cantidad se da por enteramente pagada, contenta y satisfecha, y si mas vale o valer pueda de la demasia le hase gracia y donacion pura, mera, perfecta e irrebocable que el dro. llama yntervivos sobre que renuncia dha. Da. Maria de la Luz Baca su propio fuero, domicilio y vesindad, y las leyes de la non numerata pecunia, prueba y paga, y las de mancomunidad qu. ablan sobre la mitad del justo presio, y la del ordenamento real fecho. en corte de alcede. nares qu. assimismo abla sobre la mitad del juesto presio de las casas que se compran y se venden, y desde. luego se aparta y desiste de la propiedad, accion y señorío que a dhas. tierras tenia y lo traspasa y sede en la persona de dho. Dn. Franco. Garcia de Ruiz para qe. como sullas propias las pueda gosar y gose por si, sus hijos, erederos y subsesores, venderlas, cambiarlas o enagenarlas sobre que para ello no le sera puesto pleito ni demanda alguna por dha. vendedora ni sus erederos, y en caso de que se lo pongan qe. no sean oidos en juisio ni fuera del, y da poder a las Beales Justisias de su Magd. (qe. Dios guarde) de quales quiera parte que sean para que pr. todo rigor de dro. la compelan, y premien al cumplinto. de esta escritura como si fuera por sentencia difinitiba dada por juez conpetente, pasada en cosa juzgada, consentida y no apelada. Y a el saneamiento de esta escritura obliga dha. vendedora su persona y vienes muebles y raises avidos y pr. aver y renuncia todas quantas leyes a su favor alegar pueda. Assi lo otorgo la sitada Da. Maria de la Luz Baca ante dos testigos que lo son Dr. Vicente Troncoso y Dn. Jose Rafael Saracino como consta por el sitado instrumento, el que a ruego de la otorgante firmo su hermano Dn. Diego Antonio Baca, por el que da su permiso para qe. se estienda esta escritura en los terminos corrientes; lo que yo el sitado Alcalde Mayor e executado y para su maior constancia lo firme con los testigos de mi asistencia auctuando como juez repctor. a falta de escribano publico ni peal que de ninguna clase lo hai en esta governacion, lo qe. certifico.

MANL. DE ARTEAGA. [Rubrica.]

De assa.:

JOSE ANASTO. HERNANDEZ. [Rubrica.]

Asa.:

ANTO. VILLEGAS RUIZ. [Rubrica.]

Indorsed—Año de 1787. Venta de las trras. de D. Ma. de la Luz Baca en Pajarito en 600 ps.

(End of indorsement): Digo yo, el abajo firmado, que la escritura de benta de Da. Maria de la Luz Baca queda traspasada y a favor de Dn. Lorenzo Gutierrez, en los mismos terminos que en ella se mencionan, quedando yo y mis hermanos (de quienes soy apoderado) contento y satisfecho en el valor de seiscientos pesos corrientes del pais, qe. confieso haver recibido a toda mi satisfacion. Y para que conste lo firme, siendo testigos Dn. Santiago Abrev, Dn. Juan Bazan y Dn. Antonio Ruiz. En esta de Pajarito, veinte de Junio de mil ochocientos diez y siete años.

JUAN GARCIA RVIZ. [Rubrica.]

SANTIAGO ABREU. [Rubrica.]

JUAN BAZAN. [Rubrica.]

ANTO. BUIZ. [Rubrica.]

F d.

Digo yo Dn. Anto. Baca, vezo. del puesto de Sn. Ysidro de Pajarito, que por este hago buena la benta que con mi consentimiento. y voluntad hase mi hija Da. Ma. de la Luz Baca a Dn. Franco. Anto. Garcia de las trras. qe. le he zedido como herencia suya de dha. mi hija, quedando yo a la responsiva con qto. se reconozca mio a dho. Garcia qe. le he dado para qe. con ella se mantenga, y si acaso alguno en algun tpo. quisiere vsar de dha. trra. pa. pagar dependencias qe. no sean al veneficio de mi hija qe. vuelvan a mi poder para con ellas propias mantenerme y qe. la escripta. qe. yo hisiere como apoderado de mi hija no sea de ningun valor; y pa. qe. conste le di este pa. su resguardo a dho. Garcia en el Puesto de Pajarito en 26 de Junio de 1786.

ANTTO. BACA. [Rubrica.]

TERRITORIO DE NUEVO MEJICO,

Condado de Bernalillo:

Yo, el abajo firmado, certifico que la antecedente escritura fue enregistrado en el Libro de Documentos, letra "I," paginas 252, 253, 254, 255 y 256.

En testimonio de lo cual he puesto mi mano y el sello oficial este dia 29 de Diciembre A. D. 1879.

[SELLO.]

MELCHOIR WERNER,

Escribano de la Corte de Pruebas y Ex Oficio Enregistrador.

G.

Statement of Antonio Baca, made under oath, concerning his ownership of the Pajarito tract.

En este Puesto de Sn. Ysidro de Pajarito, en orden á lo qe. toca al dho. sitio lo ubimos cuatro hermanos y dos hermanas, por erencia y muerte de nuestra difunta madre, el que nos dijo que lo gozasemos ygualmente, los dhos. hijos que habiendo pasado algunos años despues de muerta nuestra difunta madre se empezaron a desbalagar del dho. sitio dos mis hermanos a quienes les fui comprando todas sus partes pertenesientes a dho. sitio con las casitas que en el habian fabricado, y abiendo quedado Ysabel, una de las dos mugeres, bibiendo en el dho. sitio sin fabricar casa ninguna mas de un aposentito qe. tenia el sitio cuando lo compro mi madre; habiendo dejado las casas qe. compre a mis hermanos, bisto ella que estaba una bacia bino á pedirmela prestada para mudarse en ella; se la presté, y abiendose pasado tiempo que ya abia estado en ella estaba un alamo en frente de la dha. casa donde el berano tomabamos sonbra, y abiendo benido un mozo a abisarme que estaban cortando el alamo por mandado de mi herma. pasé alla á no de jar tunbar el alamo que no era mas que por unos lenos que tenia cecos, á que me respondio que lo habia de tunbar, y yo a que no, se me fue desbergonzandome yndigne y le di; abiendose pasado dias me enbio aca un recado de que le diese la parte que le tocasse aqui que se la diese en la parte de arriba onde yo tenia una parte comprada a los dueños que bibian alli, que benia a ser en el partido de Atrisco, conlindaba dha. parte con este sitio de Pajarito; le enbie a decir a dha. mi hermana que se apersonara conmigo y seria lo [torn] quisiera, luego bino al instante a mi casa donde le dije que si porque se quieria yr, que si era por alguna conbeniensia qu. tenia alla? Dijome que no era por lo que hebamos tenido sino porque tenia su ganado y por la mayor anplitud, pero que asiendo trueque como ella me desia le abia de dar cuatro bacas paridas; respondi que yo no me paraba en darlas, y que enbiara luego a recibirlas; aquella misma tarde las resibio su yrno. Tomas Chabes a toda su sastifasion; tan aseierada estaba a yrse alla adonde abiamos hecho el trato que luego aquella tarde bino a pedirme dos carretas para mudarse; se las preste y luego a otro

dia se mudo donde se manto. corto tienpo; abiendo dado su yrno Tomas Chabes quererse venir á el lado de sus padres que bibian en el resiento de los Padillas y biendo los estre-mos que hazia su suegra le dijo que como consiguiera la parte que tenia ariba se le diese en la parte de abajo donde conlindaban con las tierras de su padre Franco. Chabes; a que le respondio la dha. mi hermana bendria a berme; bino a berse conmingo, aziendo mun-chos extremos por razon de que sino conseguia lo que queria su yrno se quedaba sola alla; á que le dije a mi hermana que si no era mas que eso que conseguido lo tenia pero que estuvieran en el conozimiento de que era mas lo que le daba alla que lo que le daba aqui; á lo que me respondio que no asia caso de un pedaso mas o menos; le respondi que no lo hazia por eso sino porque queria yo dejar por onde bajaran mis animales a la agua, le daba hasta las ruynas de una casa que comunmente le llamamos el Pueblito Biejo; a que me respondio estaba contenta, y luego aranco con la alegria que abia tenido a enbia aser casa de palo para mudarse, como luego se mudo y bibio como dos años (poco mas o menos), de cuyo tpo. estuvieron bibiendo juntos dha. mi hermana y Tomas su yrno hasta que fa-brico este casa en los Padillas, en la que abiendose se bisto muy mala me enbio a llamar para que como alcalde le fuera azer su testamento, el que abiendolo echo puse un punto que era pertenesiente al sitio de Pajarito; esta es la berdad de todo lo dho. y si nesenario fuere lo jurare a Dios y una Sta. Cruz. Y para la debida costancia a pedimento de mi nieto Dn. Lorenzo Gutierrez de esta que firmo en el citado sitio de Pajarito en 26 de Mayo de 1792 as.

ANTTO. BACA. [Rubrica.]

Doc. G 2 is Extract from Archive No. 122 in Surveyor-General's Office. (See original.)
Doc. G 3 is from same.

H.

Lease and agreement to exchange lands to Lorenzo Gutierrez by other heirs interested in the Pajarito tract.

[Sello qvarto, vn qvartillo, años de mil setecientos noventa y ocho y noventa y nueve. (Sello.) Unquartillo.]

En esta villa de Sn. Felipe de Alburquerque, en diez dias del mes de Junio de mil ochosientos tres, ante mi Don Vicente Lopez, the. politico y miliciano de la referida villa, y los testigos de mi asistencia que lo son Cristoval Jaramillo y Dn. Anastacio Hernandez, vecinos desta dicha villa, comparecieron por sus propias personas el Capitan Dn. Lorenzo Gutierrez, vecino del Puesto de Sn. Ysidro de Pajarito, Dn. Jose Duran, vecino de la villa de Sta. Fe, y Don Pedro Antonio Mestas y Don Jose Marcos Ortiz, vecinos desta, hablando Don Jose Duran por si y por sus hermanos Da. Ursula Duran, Da. Gertrudes Duran, Da. Ana Duran, y Don Juan Duran y Dn. Pedro Anto. Mestas, y Dn. Jose Marcos Ortiz, por facultad de sus esposas Da. Maria Antonia Duran y Da. Monica Duran, y digeron que convenian todos en la propuesta que les hizo verval dicho Dn. Lorenzo Gutierrez, de que en el repartimiento de las tierras del citio de Pajarito en donde halla de tocarles el que pueda seguir labrando, cercando y plantando donde esta, aunque en la misma parte tenga que tocarles en dicha reparticion, con la condicion de que dicho Don Lorenzo les haya de remplasar en las que a el toquen en el expresado sitio sin controversia ni question, sino que sera hermanablemente con la circunstancia de lo que cada uno tenga toto, assi deva ser remplasado, tirandose las medidas de norte á sur y de maior á menor, pa. que no haya sentimiento. Y pa. su devida constancia y formal cumplimiento me suplicaron lo autorizara, y de facto lo autorize, y firme, con los expresados testigos en dicha villa, dicho dia, mes y año, y á continuacion Dn. Jose Duran por si y sus tres hermanos Don Juan Duran, Don Pedro Anto. Mestas y Don Jose Marcos Ortiz por sus expresadas esposas; que de todo doy fe.

VICENTE LOPEZ. [Rubrica.]

De assa.:

JOSE ANASTACIO HERNANDEZ. [Rubrica.]

Assa.:

CRISTOVAL JARAMILLO. [Rubrica.]

Pr. mi y mis hermas.:

JOSE DURAN. [Rubrica.]

JUAN ME. DURAN. [Rubrica.]

PEDRO MESTAS. [Rubrica.]

JOSE MASCOS ORTIZ. [Rubrica.]

I.

Lease and agreement to exchange lands to Lorenzo Gutierrez, made by José Mariano de la Peña and José Miguel Ortiz, by authority of their wives.

Decimos nosotros los abajo firmados que en virtud de la facultad que nos es permitida por nras. ssposas Da. María Manuela de la Soledad y D. Ma. Luisa Gutierrez, vess. de Sn. Ysidro de Pajarito y esta de Sta. Fee, que en virtud de propuesta verbal que nos ha hecho nro. hermano D. Lozenzo Gutierrez, actual manejante de la casa de nra. madre Da. Josefá Apolonia Baca, con cuio consentimiento nos consta lo haze *esta propuesta* que en el repartimiento de las tierras que en Pajarito nos tocan tanto por nro. difunto padre como por las que de dha. nra. sra. madre (Dios la gue.) puedan tocarnos en su fallecimiento, para que pueda seguir labrando, cercando y plantando donde está, y que qualquiera de nosotros dos si nos toca en la que labre sea por dho. nro. hermo. Lorenzo, reemplazada en la que a el le toque en el expresado sitio sin controversia, ni question, sino que será hermanablemente con la circunstancia de que teniendose presente que lo que cada vno tenga rroto asi deva ser reemplazado, tirandose las medidas de norte a sur y de mayor á menor, para que no aya sentimiento. Y para la devida constancia y su formal cumplimiento firmamos este en nombre de nras. lexmas. erederas ya citadas, en esta villa de Sta. Feé, a tres de Junio de 1803 as.

JOSÉ MARIANO DE LA PEÑA. [Rubrica.]
 JOSÉ MIGL. ORTIZ. [Rubrica.]

J.

Measurement and division of Pajarito, made in 1806.

	A. S. V.
Sitio de Pajarito sus medidas Mayo 20 de 1806, 32 Cordeles de Medida de 50 vs.	
son 4,600 vs	4,600
Revajanse 766 $\frac{2}{3}$ vs. de Ysavel Baca	766 $\frac{2}{3}$
Quedan	3,833 $\frac{1}{3}$
Las qe. se reparten mitad vendida	1,916 $\frac{2}{3}$
Quedan partibles	1,916 $\frac{2}{3}$
Las que se reparten entre cinco hermanos, y le tocan a cada vno 383 vs. $\frac{1}{3}$, 383 $\frac{1}{3}$.	
Repartidas las 383 $\frac{1}{3}$ vs. entre 7 hermanos, les toca a 54 $\frac{3}{4}$ vs. escass.	
De labor 233 $\frac{3}{8}$ vs. reparts. entre 7 herms., les toca a 33 $\frac{1}{4}$ vs. largas.	
Liquido, queda a cada vno 33 $\frac{1}{4}$ labrada y 21 $\frac{1}{2}$ yriaso.	

K.

Power of attorney from Gertrudis Duran to Ramon Suares, authorizing him to sell land inherited from her mother.

Digo yo Gertrudis Duran qe. doy mi poder y facultad a mi hijo Ramon Suares pa. que benda un pedaso de tierra que me toco de erencia de mi difunta madre, y para que coste le di este delante de mi cuñado Pedro Mestas y como Albasella qv. es lo llame presensiará la facultad que le di hoy 21 de Junio de 1806 y este pedaso de tierra esta en el puesto de Pajarito.

En esta villa de Sn. Felipe de Alburquerque, oy 21 de Junio de este año de 1806 se me ha presentado Ramon Suares con la facultad espresada arriba, y el citado Pedro Mestas, a fin de qe. la autorisase, y yo, el the. polico. y miliciano de dicha villa, la autorice, y pa. su constancia lo firme.

VICENTE LOPEZ. [Rubrica.]

L.

Will and codicil of Doña Josefa Apolonia Baca, and deed from Juan Duran to Mariano Mestas.

Sello.]

[Dos reales.

En el nombre de Dios todo poderoso y de la siempre Virgen Maria Señora Nuestra, concebida sin mancha de pecado original en el instante purisimo de su ser natural,

Sepan todos quantos esta mi memoria testamentaria vieren como yo Josefa Apolonia Baca, vivda de Don Clemente Gutierrez, y vecina del Puesto de San Ysidro de Pajarito, jurisdiccion de San Augustin de la Ysleta: Estando sana y en mi entero juicio, memoria y entendimiento natural, creyendo como firmemente, creo, como catolica Cristiana, en el Misterio de la Santissima Trinidad, Dios Padre, Dios Hijo, y Dios Espiritu Santo, tres personas distintas y un solo Dios verdadero; creyendo asimismo en todos los demas misterios en general, y particular, que cre y confiesa Nuestra Santa Madre Yglesia Catolica, Apostolica Romana; tomando por mi interesora a la Serenisima Reyna de los Angeles Maria Santissima, al Santo Angel de mi guarda, Santos de mi nombre y devocion, y todos los demas Santos y Santas de la Corte Celestial, para que rueguen a Nuestro Señor Jesu Cristo me perdone mis pecados y lleve mi alma a gozar de su beatifica presencia, e invocando la gracia del Espiritu Santo hago y ordeno esta memoria y ultima voluntad en la forma siguiente: Primeramente, encomiendo mi alma a Dios Nuestro Señor que la crio y redimio con el infinito valor de su Preciosissima Sangre, y el cuerpo a la tierra de que fue formado, para que hecho cadaver y bestido con el avito de mi padre San Francisco (de cuya venerable orden tercera soy profesas) sea sepultado en mi Parroquia de la Ysleta, en la parte que gusten mis alvaceas. Ytem, mando que mi entierro sea con vigilia, Misa de Cuerpo presente (sienda hora) y que se abliquen por mi alma quantas Misas se puedan.

Ytem, dejo a las mandas forzosas por una vez a cada una quinze pesos en rrs.

Item, declaro que fuy casada y velada con Don Clemente Gutierrez, en cuyo matrimonio tuvimos y procreamos seis hijos, ha saber: Lorenza, Soledad, Lorenzo, Manuel, Luisa, y Juana; de estos murio Manuel en su menor edad.

Item, declaro que quando casé trage á mi matrimonio algunos bienes, los que no menciono por ser mi voluntad, se egecute, y cumpla lo que consta en duplicados traslados, de un documento que se halla en el Archivo de la Alcaldia de la Villa de Albuquerque, aprobado por el Sor. The. Corml. y Govor. de esta Prova. de Nuevo Mexico, Don Fernando Chacon, relativo al trato voluntario y formal de mancomunidad de vienes hecho entre mi hijo Don Lorenzo Gutierrez, y yo, como en el se refiere con fha. veinte y seis de Agosto del año de mil setecientos noventa y nueve.

Item, mando que todos los vienes raizes y muebles que se reconozcan por míos se junten con los de mi hijo Don Lorenzo, a que todos hagan en cuerpo por nuestro ya referido trato de mancomunidad, esectuando la viña y toda la cerca que deberá quedar por de dicho mi hijo y no entrar en los vienes, como que assi lo hemos tratado voluntariamente. e igualmte.; el adorno de la sala que esta al entrar del saguan a la mano derecha, el qual es mi voluntad darlo a mi hijo Dn. Lorenzo, y que no entre en los vienes de nuestro trato, sino que sea separado por graciosa y voluntaria donacion que le hago, como tambien un escritorio que está en la referida sala, el qual doy en la propia conformidad, a mi hija Da. Luisa Gutierrez.

Item, mando que la esclava que tengo con escritura llamada Sabina Rosales quede en libertad.

Item, por lo tocante a la dependiencia que consta por ynstrumento tiene contraida a [illegible and torn] Dn. Jose Mariano de la Peña, mando se le perdonen mil pesos y lo restante de dicha dependiencia entre en el comun de los bienes.

Ytem, una sala y dos cuartos que estan fabricados frente de la capilla queden perpetuamente a beneficio de ella, y para aloxamiento de los padres, lo que mando no se junte a los bienes de mancomunidad, ni que en el fin de mis dias tengan mis herederos que tocar en ellos ninguna cosa.

Ytem, mando que por lo tocante a la Capilla se egecute sin variacion lo que consta en el citado documento de mancomunidad.

Ytem, declaro que sin embargo que en el documento consta haver yo donado algunas bienes a mi nieta Da. Ana Maria Garcia, es mi voluntad no se le den, sino que herede con igualdad lo que le corresponda por tenerle ya dado algunas cosas despues de su matrimonio.

Ytem, mando que de mi mitad de bienes que puedan tocarme por nuestro trato, se separe lo que conste en las hijuelas de mis nietos Da. Ana Maria, Don Juan Vicente, Don Jose Clemente, y Da. Dolores, y se les entriegue.

Ytem, mando que si apareciere alguna dependiencia en contra de la casa sea satisfecha por mis bienes y los de mi dicho hijo por iguales partes.

Ytem, mando que seis platos de plata y seis cuervos del mismo metal no entren el conjunto de bienes, sino que los dono gratuitamente a mi hijo Dn. Lorenzo, ps. assi es mi voluntad.

Y por este mi testamento revoco, anulo y doy por de ningun valor qualesquiera otro testamento, memoria o codicilo que haya hecho, y solo quiero que lo contenido en este, se cumpla y haga cumplir segun en el se contiene arreglandose en un todo a los referidos documentos de mancomunidad que hechos tenemos como ya dicho es, y que este mi testamento se sierre y rubrique para que sea abierto al termino conveniente, despues de hechos mis funerales y demas,

Y para que este mi testamento se guarde y cumpla nombro por mis alvaceas testamentarios, en primer lugar a mi hijo Don Lorenzo Gutierrez, a mi hijo Don Jose Mariano de la Peña, y a Don Antonio Ruiz pa. que hagan y cumplan como lo ordeno, sobre que les encargo la conciencia.

Ytem, digo que despues de cumplido y pagado este mi testamento en el remaniente de mis vienes se repartan por iguales partes como forsosos herederos mios mis dichos hijos.

Y para que este mi testamento tenga la fuerza y vigor que de derecho se requiere, suplico al Sor. Alce. Mayor y Capitan de Milicias Don Jose Pino interponga su autoridad y judicial decreto. Y yo dicho alcalde dige que la interponia e interpuse quanto por derecho me es conferido.

Certifico y doy fé, hallarse la otorgante, Doña Apolonia Baca, en su entero y sano juicio, memoria y entendimiento natural, y es fecho en la casa y morada de su residencia en este Puesto de San Ysidro de Pajarito a los dies y ocho dias del mes de Noviembre de mil ochocientos nueve años, ante los testigos de mi asistencia que lo son Don Jose Anto. Chavez, Dn. Franco. Xavier Chavez, Dn. Anto. Sandoval, Dn. Jose Gutierrez, Dn. Pablo Zedillo, Dn. Jose Gabriel Sanches y Dn. Anto. Ruiz, con quienes actuo a falta de escrivano rl. y publico, que de ninguna clase lo hay en esta Prova., y lo firmaron conmigo, firmando por la otorgante Dn. Anto. Ruiz por no saber ella. De todo doy fe.

Por DA. APOLONIA BACA.

ANTO. RUIZ. [Rubrica.]

JOSE PINO. [Rubrica.]

Assa.: JOSE ANTO. CHAVES. [Rubrica.]

Assa.: FRANCO. XAVIER CHAVES. [Rubrica.]

Assa.: ANTO. SANDOVAL. [Rubrica.]

Assa.: JOSEF GUTIERRES. [Rubrica.]

Assa.: PABLO SEDILLO. [Rubrica.]

Assa.: JOSE GRAVEIL SANCHES. [Rubrica.]

Assa.: ANTO. RUIZ. [Rubrica.]

Digo yo, la otorgante, que no obstante que este testamento va recto con el trato de man comunidad que mi hijo Dn. Lorenzo Gutierrez y yo tenemos echo por entrega que me ha verificado de los bienes mios y poder que he dado a mi nieto Dn. Jose Matias Gutierrez que constan con fha. 28 de Julio de 1812, as. queda ya el trato de mancomunidad nulo y de ningun valor, y solo quiero se este a lo que menciono en los referidos documentos de poder, entriega, y lo que consta en el recivo que otorgue a dicho mi hijo en la transacion hecha.

Ytem, declaro que con anuencia de los herederos di consentimto. pa. la vina y cerca, remplasando dicho Dn. Lorenzo lo que sea justo al que en esa parte pueda tocarle su tierra, ps. todo lo ha fabricado y beneficiado a su costa.

Ytem, declaro se perdieron las mil obejas donadas por mi a beneficio

Sello.]

[Dos reales.

de la capilla y mando a mi dicho hijo Dn. Lorenzo que como patrono de ella cuide con esmero lo perteneciente al culto Divino y adorno de ella.

Ytem, mando que [abraded, torn, about three words illegible] algunas dependencias en contra de mis bienes, lo sufran estos y no los de mi dicho hijo como ya ceparadas de los mios.

Ytem, mando que la plata labrada quede a favor de los herederos.

Ytem, mando que la casa en que vive Dn. Manl. Ruvi se avalue y solo queda tocar en ella Da. Juana mi hija lo que por parte paterna le pertenezca.

Ytem, mando que Dn. Agustin de la Peña entere las hijuelas de mis nietos Franco. y Bartolome que se le entregaron por el Alce. Dn. Manuel de Arteaga, y declaro que de dichas hijuelas solo estan en mi poder vn Santo Cristo y una Dolorosa con marco dorado.

Ytem, dejo quinientos ps. en rrs. a beneficio de mi alma.

Ytem, quinientas obejas pa. las misas de aguinaldo y de San Gregorio, pa. que puestas en finca en poder de mi hijo Dn. Lorenzo anualmte. le de cumpto. a esta clausula, sin variacion.

Ytem, declaro que las quinientas obejas a beneficio de las animas y las siete bacas a barios Santos, perecieron.

Ytem, mandose cumpla este mi testamto. como en el se contiene, y suplico al Sor. Alce. de la eleccion Don Migl. Baca interponga su autoridad y judicial decreto, y yo dicho Alce. dige que la interponia e interpuse en quanto por derecho me es conferido; me consta hallarse la otorgante en su entero juicio, memoria y entendimiento natural, y me suplico abriere el testamto. serrado que otorgo ante mi antecesor Dn. Jose Pino, que es este, pa. añadir o quitar del algunos puntos convenientes al resguardo de su conciencia; y yo dicho Alce. lo abri y entregue a dicha señora pa. que cumpliese su voluntad, el

qual me volvio a entregar suplicandome lo serrase despues de autorizado, y qe lo contenido en el es su ultima voluntad, se cumpla y egecute. Certifico ser cierto y berdadero, y pa. qe conste lo firme con los testigos de mi assa. que lo son Dn. Jose Anto. Chavez, Dn. Franco. Xavier Chavez, Dn. Anto. Sandoval y Bernardo Padilla, vesinos de los Padillas, Dn. Anto. Ruiz, vecino de Alburgeqe., el qe firmó por la otorgante como alvasea y testigo, Don Jose de la Peña, vecino de Santa Fé, y Dn. Franco. Xavier Bazan, vecino deste Puesto de Pajarito, hoy dia veinte y ocho de Julio de mil ochocientos dose años

Por la otorgante como alvasea y testigo,

ANTO. RUIZ. [Rubrica.]

MIGEL RACA. [Rubrica.]

FRANCO. XAVIER CHAVES. [Rubrica.]

FRANCO. XAVIER BAZAN. [Rubrica.]

ANTO. SANDOVAL. [Rubrica.]

JOSE ANTO. CHAVES. [Rubrica.]

BERNARDO PADILLA. [Rubrica.]

JOSE DE LA PEÑA. [Rubrica.]

M.

En esta villa de San Felipe de Albuquerque, en seis de Mayo de mil ochocientos quinse años, ante mi Dn. Cristoval Jaramillo, teniente politico de dicha villa, y ante dos testigos de mi asistencia qe. lo son Dn. Anto. Ruiz y Teodoro Duran, comparecieron presentes pr. sus propias personas Dn. Juan Duran y Dn. Mariano, Mestas, y dijo Duran ser cierto le tiene bendido a Mestas la parte de tierra que por herencia de Da. Barvara Baca, su madre, le tocó en el sitio de Pajarito, y declara assimismo dicho Duran qe. Mestas es el legitimo dueño de dicha tierra, y qe. tiene ya recibido su importe a satisfacion, y contento (apparently eaten by mice) tener nunca que reclamar, y qe. si reclamare suplica no sea oydo en juicio ni fuera del. Y pa. su constancia lo firme con los expresados testigos, firmamdo tambien Duran y Mestas.

CRISTOVAL JARAMILLO. [Rubrica.]

JUAN DURAN. [Rubrica.]

MARIANO MESTAS. [Rubrica.]

Assa.:

ANTO. RUIZ. [Rubrica.]

Assa.:

TEODORO DURAN. [Rubrica.]

N.

Statement of the property belonging to the maternal inheritance of Doña Lorenza Gutierrez in the possession of Don Lorenzo Gutierrez.

Rason de lo qe. se halla en mi poder pertenciente a la herencia materna de Da. Lorenza Gutierrez con arreglo a la hijuela qe. hesiste en esta de Da. Ma. Dolores Garcia con el total de lo qe. portenese a Da. Ana Ma., Dn. Jose Clemente, Dn. Juan y la espre-sada Da. Dolores, he higualmte. de los qe. les toco por dha. su madre Da. Lorenza en la reparticion qe. por los albaceaz se hejecuto en fin y muerte de Da. Apolonia, y es como sigue, A. S. V.

	Pesos.	R.	G.
290 ps. en rs. importan a rrazon de la tierra	1,160	0	0
1 perol avaluado en 55 ps. de plata	220	0	0
112 borregos de la nacencia a 1 ps	112	0	0
338 obejas a 2 ps	776	0	0
20 bacas a 20 ps	400	0	0
51 carneros a 2 ps	102	0	0
En poder mio	2,770	0	0
En la casa 123 ps., 2 rs. 10 gs	123	2	8
En el sitio de Pajarito	80	0	0
En la escritura de Da. Maria de la Luz Baca	400	0	0
En Dn. Augustin de la Peña en semillas	107	2	8
En el mismo en lana	32	0	0
Total	3,512	5	4

POR LA PRESENTE REPARTICION.

	Pesos.	R.	G.
263 obejas a 2 ps	526	0	0
4 bacas a 20 ps	80	0	0
4 buelles a 25 ps	100	0	0
4 lleguas a 20 ps	80	0	0
4 mulas aparejadas a 100 ps	500	0	0
5 besseros a 6 ps	30	0	0
1 yd. de año en	12	0	0
25 carns. a 2 ps	50	0	0
1 potro de dos años en	15	0	0
16 costales de mais a 2 ps	32	0	0
Pasa a la bta	1,425	0	0
Por la suma de la bta	1,425	0	0
5 fanegs. de trigo a 4 ps	20	0	0
1 hos en	1	0	0
En efectos	1,446	0	0

DEPENDENCIAS.

En Dn. Mariano de la Peña 101 ps., 2½ rs. en rs	405	2	0
En Dn. Lorenzo 7 mcos., 6 os. ½ de plata labrada a 7 ps. mo. 54—6½ rs	219	2	0
En Dn. Ygo. Sanches	115	5	0
En Dn. Anto. Sedillo	100	0	0
En la plaza de Los Trujillos en tierras	80	0	0
En Florencio Padilla	12	0	0
En los erederos de rafael Baca	20	0	0
En Jose Antonio Padilla	248	3	0
En la 5a. parte de la mitad de la casa	50	0	0
En la yd. de la mitad del sitio de Pajarito	120	0	0
En la yd. parte de los Positos	400	0	0
En la yd. del sitio de los Pinos	400	0	0
En la 5a. parte del bosque de Jose Sanches qe. esta sin presio			
La 5a. parte del sitio de Navajo	506	0	0
En la plasa de los Padillas, ausion y un pedaso de tierra por su escritura sin presio			
Suma total	4,083	4	0

Pajarito, Enero 14 de 1817 as.

LORENZO GUTIERREZ. [Rubrica.]
 JUAN GARCIA ROIZ. [Rubrica.]

O.

List of property belonging to the estate of Doña Apolonia Baca at the time of her death.

Cuenta general y reconocimiento de bienes en fin y muerte de Da. Apolonia Baca, viuda de Dn. Clemente. Gutierrez, avalorados al presio corriente del paiz que unidos y conformes han convenido los erederos, haciendo manifestacion de ellos el primer alvasea Dn. Lorenzo Gutierrez, y es como sigue, a saver:

	Pesos.	Ra.
2,000 obejas a 2 ps	4,000	0
Quarenta bacas de vientre a 20 ps	800	0
12 bueyes a 25	300	0
20 yeguas a 20 ps	400	0
24 bestias mulares bestidas a 100 ps	2,400	0
2 cavallos a 20 ps	40	0
300 ps. corrientes en los mozos sirvtes	300	0
Tres arados con sus puntas a 4 ps	12	0
Tres cavadores a 6 ps	18	0

	Pesos.	Rs.
5 hoses a 1 po.....	5	0
2 carretas a 20 ps.....	40	0
1 asuela y un escoplo en.....	4	0
25 becerros de año a 6 ps.....	150	0
Trse pipotes a 40 ps.....	120	0
1 perol grande de cobre en.....	220	0
180 carneros a 2 ps.....	360	0
6 becceros de 2 as. a 12 ps.....	72	0
5 potros de 2 as. a 15.....	75	0
60 borregos a 1 po.....	60	0
8 obalos del apostolado a 2 ps.....	16	0
2 quadritos ojalata con vidrieras a 3 ps.....	6	0
1 Dolorosa en.....	8	0
1 baul nuevo en.....	30	0
Vn armario viejo en.....	12	0
1 caxa grande con chapa y llave en.....	30	0
83 costales de maiz a 2 ps.....	166	0
25 fans. de trigo a 4 ps.....	100	0
39 marcos de plata labrada a 7 ps. en rrs. impta. del corrtel.....	1,097	0
2 baules, 1 caxon, y vars. santos en.....	116	0
Mil pesos en reales.....	1,000	0

CASA Y SITIOS.

La mitad de la casa de su morada.....	250	0
La mitad del sitio de Pajarito sus linderos, pr. el norte los Positos, por el sur el de los Padillas oriente el rio y poniente el Rio Puerco.....	600	0
Pasa a la bta.....	11,805	0
Por la bta.....	11,805	0
1 sitio de los Positos al lindero de los Ranchos; sus linderos, por el norte tierras de Anto. Zedillo, por el sur los Positos, por el oriente el rio, y por el poniente el Rio Puerco.....	2,000	0
Otro en los Pinos; sus linderos, al norte el Pueblo de la Ysleta, sur lo que llaman los Lentos, oriente las lomas, y poniente el rio.....	2,000	0
La mitad del bosque de Jose Sanches, sin presio.....		
La mitad del sitio de Navajo como expresan sus escritos.....	2,800	0
En la plaza de los padillas el derecho o auccion de Juan Domingo Padilla constante de escritura pr. el Alce. entons. Dn. Franco. Trevol Navarro el 16 de Noviembre del año de 1773, siendo advertencia qe. de esta tierra solamte. se vendieron 2 pedasos en lo labrado y nada mas.....		
En la plasa de los Trugillos 400 vs. de tierra.....	400	0

DEPENDIENCIAS.

En Dn. Jose Mariano de la Peña 506 ps. 5½ rrs. en plata, reducidos al corrtel.....	2,026	6
En Dn. Anto. Sedillo 500 ps.....	500	0
En Dn. Ygno. Sanches Vergara 578.....	578	0
En Florencio Padilla 3 bacas.....	60	0
En los herederos de Rafael Baca 5 Bacas.....	100	0
En Jose Anto. Padilla 621 obejas.....	1,242	0
Por 290 ps. de plata qe. se agregaron a las hijuelas de Chegua. reducidos al corrtel.....	1,160	0
Suma total de bienes.....	24,671	6
Sacanse 500 obejas a beneficio de misas de Sn. Grego. y sacanse pr. las hijuels. de Chiha. y las de aguinaldo.....	3,770	0
Queda liquido partible.....	20,901	6
Siendo cinco los erederos, Dn. Lorenzo Gutierrez, Da. Lorezna, Da. Ma. Manuela de la Soledad, Da. Ma. Luisa, y Da. Juana, tocan a cada uno.....	4,180	3

NOTA.

Que de los 1,000 ps. en rrs. se sacaron 290, y reducidos a precios del corriente, se agregaron a los del capital, y los 710 sobrantes se erogaron en los gastos siguientes:

Legado a benefio. del alma	500
Entierro y honrras y misas del año	107
Asistencias de 2 Rr. Ps. al entierro a 10 ps	20
La de dos cantores	14
Mandas forzosas a 15 ps. cada una	45
Por 24 belas de cera pa. entierro y onrras a 1 po	24
Total	710

Concluido el ajuste y reparticion en los cinco erederos, Dn. Lorenzo Gutierrez, Da. Lorenza, Da. Ma. Manuela de la Soledad, Da. Maria Luisa y Da. Juana, se les entrego lo que a cada uno toco, quedando constante acumulado a este general lo que por menor recibieron otorgando al pie de ellas sus correspondientes recibos, cuia entrega verifiko como 1er alvasea Dn. Lorenzo Gutierrez, en quien paraban.

PAJARITO, Eno. 16 de 1817.

NOTA.

Que habiendo resultado 120 borregos en el poder de los partidarios, le cave a cada individuo 24, los qe. igualmte. se entregaron por. el 1er alvasea, Dn. Lorenzo Gutierrez.

Haviendose verificado el reconocimiento de las alaxas pertenecientes a la capilla, juntos los alvaseas y herederos, se hallaron de menoscavo las siguientes:

Vnos aretes de piedra de color.
 Vnos yd. de piedras blancas.
 Vna jarrita de plata.
 Los alvortantes de cristal de las pantayas.
 Vna campa. del campanil de 1 a.
 Vn dengue realzado de oro y plata tercio po. azul.

DE AUMENTO, COMO SIGUE:

5 palias.
 1 rosario con su cruz enganzado de 7 mists. todo de oro.
 1 joya de oro con relicario de Sta. Teresa de Jesus.
 1 relicario de plata con el Ser. de Chalma.
 1 campanita de metal.
 3 candeleros de plata.
 1 s. aretes con granaditas de oro.
 1 quapastle realzado con punta plata forado en capichola carmesi.
 1 capa morada de damasco con galon de oro.
 2 pares de manteles.
 1 sabana de Bretaña.
 1 ornamto. lustrina cafe de oro.
 1 lustrina blanco.
 12 camisas de las 2 ymags. de Na. Sa., el Niño y Sn. Sevastian.
 2 amitos.
 1 marcada toledana morada.
 4 manotejos.
 7 purificadores.
 7 ramilletes de cartulina y papel.
 1 ymagen de Sa. Sta. Ana de 2 vs. de alto con su vestido raso, morado, verde y amarillo, forrado con sayasaya nacar, y su niña bestida de raso nacar y manto azul, con 2 hilos de pulas finas, y aretes de lo mismo con cuentesitas de oro.
 1 Sto. Cristo con su baldoquin.
 1 Sto. Cristo grande de esquipulas.
 2 yd. chicos.
 1 quadro de Na. Sa. de Guadalupe en su altar.
 Otro yd. de S. Vicente Ferrer en su altar.
 6 Angelitos de taya, finos.
 1 araña de ojalata.
 12 albortantes de fierro.

3 frontales mas.

1 silla, vna mampara en la sacristia.

2 frezadas nuevas de alfombras.

Cuio reconocimiento se hizo hoy dia 17 de Eno. de 1817, y lo firmaron.

LORENZO GUTIERREZ. [Rubrica.]

ANTO. RUIZ. [Rubrica.]

Por mí y mis hermanos:

JUAN GARCIA ROIZ. [Rubrica.]

FRANCO. SARRASINO. [Rubrica.]

JOSEF MARIANO DE LA PEÑA. [Rubrica.]

Por la convencion de los erederos:

MANL. RUVI DE CELI. [Rubrica.]

NOTA.

Que habiendo quedado 180 beyones de lana sin repartir, se repartieron, y toco a cada uno de los erederos a 36 beyones.

NOTA.

Por equivocacion se asentaron en este varias cosas pertenecientes a la capilla de menoscavo y aumento qe. constan arriba, y hoy dia 18 de Nove. de 1818 se pasaron a un pleigo de papel qe. se agrego el imventario, tarjandose en este como corresponde, y lo firmaron los que abajo constan en este de Pajarito en el referido dia, mes y año.

LORENZO GUTIERREZ. [Rubrica.]

ANTO. RUIZ. [Rubrica.]

P.

Statement of the property falling to the heirs of Doña Lorenza Gutierrez from the estate of Doña Apolonia Baca, and statement of the property falling to Don Lorenzo Gutierrez as the legal heir of Doña Apolonia Baca.

Razon de los bienes que por fin y muerte de Da. Apolonia Baca tocaron a los erederos de Da. Lorenza Gutierrez, todo a presios corrientes del pais, y es como sigue, a saber:

	Pesos.	Rs.
La 5a parte de la mitad de la casa -----	50	0
La 5a yd de la mitad del sitio de Pajarito -----	120	0
La 5a parte de los Positos a los Ranchos -----	400	0
La 5a yd. del sitio de los Pinos -----	400	0
La 5a yd. de la mitad del bosque de José Sanchez, sin presio -----		
La 5a yd. de la mitad del sitio de Navajo -----	560	0
En 400 varas de tierra en la Plasa de los Trugillos -----	80	0
En la Plasa de los Padillas aucion y un pedazo de tierra, consta pr. su escria -----		
263 obejas a 2 ps -----	526	0
4 bacas -----	80	0
4 bueyes -----	100	0
4 lleguas -----	80	0
5 mulas bestidas -----	500	0
5 becerros a 6 ps -----	30	0
1 yd. de 2 as. en -----	12	0
25 carns. a 2 ps -----	50	0
1 potro de 2 as. en -----	15	0
16 costs. maiz a 2 ps -----	32	0
5 fans. de trigo a 4 -----	20	0
1 hoz -----	1	0
En 7 mars. 6 os. $\frac{5}{8}$ de plata labrada a 7 ps -----	219	2

DEPENDIENCIAS.

En Dn. Mariano de la Peña en rrs. 101.2 $\frac{1}{2}$ rrs -----	405	2
En Dn. Ygno. Sanches Vergara -----	115	4
En Dn. Anto. Zedillo -----	100	0

	Pesos.	Rs.
En Florencio Padilla	12	0
En los erederos de Rafael Baca	20	0
En Jose Anto. Padilla	248	3
Dos cans	4	0
Suma total	4, 180	3

Como segundo alvasea de la finada Da. Apolonia Baca, y haciendo la persona de los erederos de Da. Lorenza Gutierrez ausentes en Chihuahua., recivi lo contenido en este; lo que queda a cargo del 1er alvasea Dn. Lorenzo Gutierrez, y lo firmamos ambos en esta de Pajarito, Eno. 16 de 1817. No asegurando los expresados bienes de daños irreparables.

LORENZO GUTIERRES. [Rubrica.]
 ANTO. RUIZ. [Rubrica.]
 JUAN GARCIA ROIZ. [Rubrica.]

Agreganse 36 beyons. de lana.

Q.

Razon de los bienes que por fin y muerte de Da. Apolonia Baca se entregaron a Dn. Lorenzo Gutierrez como su legitimo erederero, todo a presios de la tierra corrientes, y es como sigue, a saber:

	Pesos.	Rs.
La 5a parte de la mitad de la caso en	50	0
La 5a parte de la mitad del sitio de Pajarito	120	0
La 5a parte del sitio de los Positos a los Ranchos	400	0
La 5a yd. del sitio de los Pinos	400	0
La 5a yd. de la mitad del bosque de Jose Sanchez, sin presio		
La 5a yd. de la mitad del sitio de Navajo	560	0
En 400 varas de tierra en la Plaza de los Trugillos	80	0
En la Plaza de los Padillas ausion y un pedaso de tierra que consta por su escritura		
Tres cavadores, 3 arados y 3 pipotes en	150	0
2 quadritos de ojalata, y 1 baul	36	0
En los mozos sirvientes	300	0
2 baules mas en	35	0
1 caxon en	30	0
1 armario y una Dolorosa en	20	0
8 obalos y otro caxon en	36	0
En Santos	61	0
1 carreta y 4 hozes en	24	0
77 obejas a 2 ps	142	0
4 bacas a 20	80	0
16 costales de maiz y 5 fans. de trigo	52	0
4 peguas a 20	080	0
4 mulas aparejadas	400	0
En 7 marcos 6 os. y $\frac{1}{2}$ plata labrada a 7 ps	219	2

DEPENDENCIAS.

En Dn. Mariano de la Peña en rrs. 101.2 $\frac{1}{2}$	405	2
En dn. Ygno. Sanchez Vergara	115	4
En Dn. Anto. Zedillo	100	0
En Florencio Padilla	12	0
En los eredoros de Rafael Baca	20	0
En Jose Anto. Padilla	248	3
	4, 176	2

Nota; se agregan dos cars. qe. importan 4 ps. 1 en 2 a 2 y 1

Total qe. le toco

Recivi lo que contenido este papel como legetimo erederero, y para que conste lo firme en esta de Pajarito, Eno. 16 de 1817, se hallaron presentes Dn. Jose Mariano de la Peña, Dn. Manuel Ruvi y Dn. Franco. Sarracino, quienes igualmte. lo firmaron.

LORENZO GUTIERRES. [Rubrica.]

Agreganse 36 peyones de lana.

R.

Statement of the property falling to Doña Maria Luisa Gutierrez as the legal heir of Doña Apolonia Baca.

Razon de los bienes que por fin y muerte de Da. Apolonia Baca tocaron a Da. Ma. Luisa Gutierrez como su legitima heredera, todo a presios corrientes del pais, y es como sigue, a saber:

	Pesos.	Rs.
La 5a parte de la mitad de la casa	50	0
La 5a yd. de la mitad del sitio de Pajarito	120	0
La 5a yd. del sitio de los Pinos	400	0
La 5a yd. de los Positos a los Ranchos	400	0
La 5a yd. de la mitad del bosque de Jose Sanchez, sin precio		
La 5a yd. de la mitad del sitio de Navajo	560	0
En 400 varas de tierra en la plaza de los Trujillos	80	0
En la plaza de los Padillas ausion y 1 pedazo de tierra consta pr. su escritura.		
254 obejas a 2 ps	508	0
4 bacas	80	0
4 bueyes	100	0
4 yeguas	80	0
5 bestias mulares aparejadas	500	0
5 becerros de año a 6	30	0
25 carns	50	0
1 becerro de 2 as	12	0
1 potro de 2 as	15	0
15½ costales de maiz	31	0
5 fans. de trigo a 4	20	0
1 cavallo	20	0
En 7 mars. 6 s. $\frac{5}{8}$ de plata labraa. a 7 ps. de plata	219	2

DEPENDIENCIAS.

En Dn. Mariano de la Peña en rrs. 101 po. 2½	405	2
En Dn. Ygno. Sanchez Vergara	115	6
En Dn. Anto. Zedillo	100	0
En Florencio Padilla	12	0
En los ereds. de Rafael Baca	20	0
En Jose Anto. Padilla	248	3
Dos carns	4	0
Suma total	4,180	3

Todo lo contenido arriba por desposicion de Sra. mi Madre Da. Luisa Gutierrez lo he recibido y a toda constancia lo firme el dia 22 de Enero de 1817.

FRANCO. SARRASINO. [Rubrica.]

Agreganse 36 beyones de lana.

Certifico que la antecedente hijuela queda en registrada en el Libro letra Fen las paginas 275 y 276.

En testimonio de lo cual bease mi mano y sello. Causando que el sello de la Corte sea estampado en oficina de Albuquerque hoy el dia 16 de Mayo, A. D. 1872.

[SELLO.]

NESTOR MONTOYA,

Escribano de la Corte de Pruebas del Condado de Bernalillo.

S.

Statement of the property falling to Doña Maria Manuela de la Soledad Gutierrez as the legal heir of Doña Apolonia Baca.

Razon de los vienes que por fin y muerte de Da. Apolonia Baca tocaron a Da. Maria Manuela de la Soledad Gutierrez como su lega. heredera, todo a precios corrientes del pais, es como sigue, a saver:

	Pesos.	Rs.
La 5a parte de la mitad de la casa	50	0
La 5a yd. de la mitad del sitio de Pajarito	120	0
La 5a yd. de los Positos a los Ranchos	400	0

	Pesos.	Rs.
La 5a yd. del sitio de los Pinos	400	0
La 5a yd. de la mitad del bosque de Jose Sanchez, sin precio		
La 5a yd. de la mitad del sitio de Navajo	560	0
En 400 varas de tierra en la Plaza de los Trujillos	80	0
En la Plaza de los Padillas, aucion y un pedaso de tierra consta. por su escrita		
255 obejas a 2 ps	510	0
4 bacas	80	0
2 bueyes	50	0
4 yeguas	80	0
5 bestias mulares a 100	500	0
5 becerros a 6	30	0
30 carns. a 2	60	0
1 becerro de 2 as	12	0
1 potro de 2 as. en	15	0
18½ costs. de maiz a 2 ps	37	0
5 fans. de trigo a 4 ps	20	0
1 carreta en	20	0
1 cavallo en	20	0
1 toro de 2 as. en	12	0
En 7 marcs. 6 os. $\frac{5}{8}$ de plata labrada a 7 ps	219	2

DEPENDIENCIAS.

En Dn. Mariana de la Peña en rrs. 101 ps. 2½ rs.	405	0
En Dn. Ygno. Sanchez Vergara	115	0
En Dn. Anto. Zedillo	100	0
En. Florencio Padilla	12	0
En los erederos de Rafael Baca	20	0
En Jose Anto. Padilla	248	3
Dos carns	4	0

Suma total 4,180 3

JOSEF MARIANO DE LA PEÑA. [Rubrica.]

Agreganse 36 beyones de lana.

T.

Statement of the property falling to Doña Juana Gutierrez as the legal heir of Doña Apolonia Baca.

Razon de los bienes que por fin y muerte de Da. Apolonia Baca tocaron a Da. Juana Gutierrez como su legitima eredera, todo a presios corrientes del paiz, y es como sigue, a saver :

	Pesos.	Rs.
La 5a parte de la mitad de la casa	50	0
La 5a yd. de la mitad del sitio de Pajarito	120	0
La 5a parte del sitio de los Pinos	400	0
La 5a parte de le los Positos en los Ranchos	400	0
La 5a parte de la mitad del bosque de Je. Sanchez, sin precio		
La 5a parte de la mitad del sitio de Navajo	560	0
En 400 varas de tierra en la Plaza de los Trujillos	80	0
En la Plaza de los Padillas aucion y 1 pedaso de tierra consta pr. su escrita		
269 obejas a 2 ps	538	0
4 bacas	80	0
2 bueyes	50	0
4 yeguas	80	0
5 bestias mulares aparejadas	500	0
29 carneros a 2	58	0
1 toro de 2 as	12	0
5 becceros de año a 6	30	0
1 potro de 2 as. en	15	0
16 costales y medio de maiz	33	0
5 fans. de trigo	20	0
5 becerros mas	30	0
En 7 meos. 6 os. $\frac{5}{8}$ de plata labrada a 7 ps. en rrs.	219	2

DEPENDENCIAS.

	Pesos.	Rs.
En Dn. Mariano de la Peña en rrs. 101. 2½	405	2
En Dn. Ygn. Sanchez Bergara	115	6
En Dn. Anto. Zedillo	100	0
En Florencio Padilla	12	0
En los erederos de Rafl. Baca	20	0
En José Anto. Padilla	248	3
Dos carns. en	4	0
Suma total	4,180	3

MANL. RUVI DE CELIS. [Rubrica.]

Agreganse 36 beyones de lana.

U.

Certificate of settlement of claim of José Mariano de la Peña for his wife Doña Maria Manuela de la Soledad Gutierrez, one of the heirs of Doña Apolonia Baca.

Digo yo el abajo firmado, como alvacea de la finada Da. Apolonia Baca, qe. haviendo hecho cargo a los bienes de dicha Sa. Dn. Jose Mariano de la Peña a resta de la hijuela de su difunta esposa Da. Maria Manuela de la Soledad Gutierrez por parte paterna y manifestandose documentos otorgados por la expresada Da. Apolonia a fin de qe. no se entere lo qe. dicho Dn. Je. Mariano solicita, y aun serle gravoso a dichos sus bienes lo anterior entregado; no convinieron los herederos a su pretencion, por lo que Dn. Lorenzo Gutierrez saco el convenio a dicho Sor. de darle de sus propios bienes quinientos carns. y cien pesos duros en atencion a quitar disenciones y enredos, y que quedase una paz tranquila entre todos; a lo qe. convino dicho Peña, y pa. qe. conste lo firme en Pajarito, 13 de Mayo de 1817 años.

ANTO. RUIZ. [Rubrica.]

V.

Acknowledgment of receipt of their proportions of the estate of Doña Apolonia Baca by Juan Garcia Roiz for himself and for his brother and two sisters.

Recivi de mi tio Dn. Lorenzo Gutierrez todo lo perteneciente a la erencia mia y de mis hermanos Da. Ana Ma., Dn. Jose Clemente y Da. Maria Dolores que se manifiestan en las hijuelas qe. por fin y muerte de mi abuela Da. Apolonia Baca. Solo quedan por cobrar las dependencias que constan al pie de este y que se iran avonando conforme se ballan satisfaciendo; devriendose entender que de 818 ps. fuertes, qe. fuera de las dependencias importa la erencia, por parte de dicha mi abuela Da. Apolonia Baca, deven entrar en parte de esta cantidad Dn. Bartolome de la Peña y Da. Ma. Franca. como hijos havidos por mi difunta madre en su segundo matrimonio. E igualmte. estoy recivido del impte. de la escritura de Da. Ma. de la Luz Baca, de la qe. con esta fha. he dejado traspaso a dicho mi tio. Se nota que de la dependencia causada por Dn. Agustin de la Peña de 34 ps. fuertes solo deven repartirse los quatro hermanos primeros, y de las demas los seis. Por mi parte y la de mis hermanos (como su apoderado) me doy por contento y satisfecho, sin tener que hacer reclamo en lo subsesibo sobre el particular. Y pa. qe. conste lo firme en esta de Pajarito, Junio 20, 1817.

JUAN GARCIA ROIZ. [Rubrica.]

DEPENDENCIAS.

En Dn. Mariano de la Peña 101.2½ rrs. en plata.
 En Dn. Ygnacio Sanches Vergara 115 ps. 4 rrs. de la tierra.
 En los erederos de Rafael Baca 20 ps. de yd.
 En Jose Anto. Padilla 248 ps. 3 rs. de yd.

TERRITORIO DE NUEVO MEJICO,
 Condado de Bernalillo:

Yo, el abajo firmado, certifico que antecedente escritura fue enregistrada en el Libro de Documentos letra "I," paginas 259.

En testimonio de lo cual he puesto mi mano y el sello oficial este dia 29 de Diciembre, A. D. 1879.

[SELLO.]

MELCHOIR WERNER,
 Escribano de la Corte de Pruebas y Ex Oficio Enregistrador.

W.

Statement of property belonging to Juan José Gutierrez from the estate of his father, Don Lorenzo Gutierrez, etc.

Hijuela perteneciente a Dn. Juan Jose Gutierrez de los vienes arreglado de parte de su finado padre Dn. Lorenzo Gutierrez con arreglo al testamto. y segun convenio de los dos herederos, con acuerdo y aprovacion de los tres nombrados alvaseas en el sitado testamto. y pr. el referido difunto.

Primeramte. la mita de la casa havitacion del referido difunto en el puesto de Pajarito con esclucion del quinto valor de dha. casa que queda a beneficio de su nieto C. Juquin Bazan segun disposicion del finado Gutierrez.

Yd., la mita de las tierras ahirazas y de lavor con la pertenencia del sitio, entendiendose que deven ser partibles las tierras de lavor que hay rotas hasta esta fecha.

Yd., quedan a veneficio del referido Dn. Juan Gutierrez las vestias mulares, aparejos, y vuelles qe. sita el testamto.

Yd., queda asi mismo a beneficio de dho. Sor. la huerta que refiere el mencionado testamto.

Yd., una silla abiada, unas harmas de pelo, un sable, con guarnicion y puño de plata y un par pistolas.

Yd., estan segun consta en el testamto. en la ciudad de Durango y en poder de los Sres. Dn. Mariano Herrera y Dn. Jose Miguel Briones en el primero noventa y cinco ps. y en el segundo cuarenta y cinco; estos cobrados que sean seran partibles entre los dos herederos Dn. Juan Gutierrez y Da. Polonia Gutierrez, siempre reconociendo el quinto a favor del C. Juaqn. Bazan.

Yd., queda responsable el presitado Dn. Juan Gutierrez a pagar a la mayor brevedad las cincuenta misas que constan en el testamto. a veneficio de la alma de su difunto padre, y a mas veinte y cinco dhas. que tambien manda se digan pa. las venditas animas del purgatorio.

Yd., asi mismo deve pagar quince ps. de las mandas forzosas, deviendо cobrar recibos de estos y de las setenta y cinco misas sitadas pa. satisfacion de los Sres. alvaseas.

Yd., quedan a favor de Dn. Juan Gutierrez las obejas que deve Agustin Torrez como tambien las que deve Dn. Juaqn. Padilla, quedando con la obligacion de pagar con lo primero que abonen sien misas a veneficio de todos los que le sirbieron y tubo tratos, mas le queda a dho. Gutierrez todas las obligaciones y listas pa. que cobre a su beneficio segun conbenio entre los dos herms.

Yd., asi mismo queda el referido Dn. Juan Gutierrez con la obligacion presisa de pagar anualmte. un diez pr. siento de los frutos de la huerta y esto se aplicara en misas a veneficio de las venditas animas del purgatorio; con mas y amas de las primeras devera pagar cada quince dias una misa en la capilla de esta hacda. y pr. la alma del testador, y si pr. algun accidente inesperado no hubieren de producir las tierras semilla ninguna ni la huerta fruta en este caso no tendra responsabilidad el sitado Gutierrez a menos de que graziosamte. no quiere pagar alguna o algunas.

Yd., pa. llenar y cumplir con las mandas y legados pr. el espresado difunto en el testamto. queda el espresado Dn. Juan Gutierrez con la obligacion presisa de satisfacer completamte. las clausulas estendidas por su difunto padre segun convinieron ambos herederos, y pa. qe. en todo tiempo conste se estendio esta hijuela en la hazda. de Pajarito pr. la disposicion de los tres nombrados alvaseas y con presencia de los dos sitados herederos, quienes los firmaron en este Puesto de Pajarito a los siete dias del mes de Eno. y año corrtē. de 1829.

JUAN NEPO. GUTIERREZ. [Rubrica.]

Por mi madre: POLONIA GUTIERREZ.

JUAQN. BAZAN. [Rubrica.]

MANL. ARAGON. [Rubrica.]

JUAN RAFAEL ORTIZ. [Rubrica.]

JUAN ESTEVAN PINO. [Rubrica.]

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., September 26, 1887.

The foregoing seventy-one pages, having been compared with the original documents from which it was made, is now found to be a full, true, and correct copy of said originals, which, designated respectively as documents A to W inclusive; document F, consisting of four different documents, was left temporarily in the custody of this office for use in the examination of private land claim, file No. 210, in the name of Josefa Baca,

for the "Pajarito" tract—the following interlineations, as well as many less important changes, having been made before this certificate was signed: Page 2, opposite line 23, F; page 4, line 1, de; page 5, opposite line 7, F; page 7, line 14, se; page 10, opposite line 13, F; page 12, line 28, tener; page 13, line 27, real; page 20, line 15, por; page 25, line 8, parte; page 26, line 8, Chabes; page 27, line 3, se; page 28, line 9, dias; page 31, line 14, tocan; page 37, line 14, la; page 49, line 27, de; page 55, line 16, pr.; page 70, line 1, tratos.

GEO. W. JULIAN,
United States Surveyor-General for New Mexico.

A.

Translation of deed from Joseph Baca to Antonio Baca of the share of the Pajarito tract which he inherited from his mother.

In this town of San Felipe de Albuquerque on the eleventh day of the month of August of the present year of one thousand seven hundred and forty-eight, before Miguel Lusero, chief alcalde and war captain of the said jurisdiction, personally appeared before me Joseph Baca, whom I certify I know, and he said that he gave and did give in royal sale, that is to say, a piece of land which he had by inheritance from his deceased mother in the ranch of Pajarito, that is to say, that the said land the said Joseph Baca gives to the said Antonio Baca, that he gave it to him for the price of two hundred dollars which the said Joseph Baca acknowledges to have received to his content and satisfaction, wherefore he is contented, paid, and satisfied, and if it is worth more or may be worth more he makes him a present and donation of it, pure, mere, perfect, irrevocable, which the law calls *inter vivos*, with regard to which he renounces his own right, domicile, and residence, and the laws of the *numerata pecunia*, proof and payment, and those relating to joint ownership (*mancomunidad*) which treat of the half of the just price; that he gives it to him free from all tax, tribute, or other lien in order that he may enjoy it as his own, for himself, his children, heirs, and successors, and that he may do with it according to his will; sell it, exchange it, alienate it according to his will, and as guarantee he pledges his person, property, real and personal, which he now possesses and which he may possess, with regard to which no suit nor demand will be brought by the said Joseph Baca, nor by his children, heirs, or successors, and in case they should bring it let them not be heard either in court or out of court, and he gives full power to the justices of His Majesty in order that with all rigor they may compel and oblige the fulfilment of this instrument as if it were by definitive decision of a competent judge, passed upon a matter adjudged, with regard to which he renounces all that may be alleged in his favor and the law *si cunbenerit juredisiones*. Thus he executed it before me, the said chief alcalde, to which I certify, and he signed it with me and two assisting witnesses, acting as special justice, in the absence of a notary public or royal, of which there is none in this kingdom.

JOSEPH BACA. [Rubric.]

Witness:

ANTTO. BACA. [Rubric.]

Witness:

BENTURA ROMERO. [Rubric.]

As special justice,

MIGUEL LUSERO. [Rubric.]

B.

Translation of deed from Miguel Lucero on behalf of his wife, Rosa Baca, to Antonio Baca of her share in the Pajari to tract inherited from her mother, Josefa Baca.

In this town of San Felipe de Albuquerque, on the sixth day of the month of November of this year of one thousand seven hundred and fifty-one, before me, Miguel Montoya, chief alcalde's lieutenant, personally appeared Captain Miguel Lusero, whom I certify I know, and he said that he gave and did give in royal sale (namely) a piece of land which belonged by inheritance to my wife from her mother, Doña Josefa Baca, which lands he has sold to Antonio Baca, with permission of my [his] wife Doña Rosa Baca, namely, that said lands are incorporated in the ranch called Pajarito, where the said

purchaser lives, and where there is nothing remaining to me by inheritance from my deceased mother-in-law, and it is to be known that the said Miguel Lusero gave the said lands to the said Antonio Baca, that he gave them for the price of two hundred dollars, which the said Miguel Lusero acknowledges to have received to his content and satisfaction, wherefore he is contented, paid, and satisfied, and if it is worth more or may be worth more he makes it a present and donation, pure, mere, perfect, irrevocable, which the law calls *inter vivos*, in regard to which he renounces his own right, domicile, and residence, and the laws of the *numerata pecunia* proof and payment, and those of joint ownership (*mancomunidad*), which treat of the half of the just price, that he gives it free of all tax, tribute, or other lien, in order that he may enjoy it as his own, for himself, his children, heirs, and successors, and that he may do with it according to his will, sell it, exchange it, alienate it as his own, and as a guarantee he pledges his person and property, real and personal, which he has now and which he may have, in regard to which no suit nor demand will be brought by the said Miguel Lusero, nor by his children, heirs, or successors, and in the case that it should be brought, let them not be heard either in court or out of court, and he gives full power to the justices of His Majesty in order that with all rigor they may compel and oblige the fulfillment of this instrument, as if it were by definitive decision of a competent judge passed upon a matter adjudged, with regard to which he renounces all that might be alleged in his favor, and the law *si cunbenerit et jurisdisionis*. Thus he executed it before me, the said lieutenant, to which I certify, and he signed it with me, and two assisting witnesses, acting as special justice in the absence of a notary public or royal, of which there is none in this kingdom.

MIGUEL LUSERO. [Rubric.]
MIGUEL MONTOYA. [Rubric.]

Witness:

DIEGO ANTTO. CHABES. [Rubric.]

Witness:

BENTURA ROMERO. [Rubric.]

C.

Translation of deed from Manuel Baca to Antonio Baca, for the share in the Pajarito tract which he inherited from his mother.

LETTER OF ROYAL SALE IN FAVOR OF ANTONIA BACA.

In this town of San Felipe de Albuquerque on the twentieth day of the month of June of this year of one thousand seven hundred and fifty-four, before me, Miguel Lusero, chief alcalde and war captain of said jurisdiction, personally appeared before me Manuel Baca, whom I certify I know, and he said that he gave and did give in royal sale, viz: a piece of land and a house on said land, that they are those which belong to him on this ranch of Pajarito, which belong to him by inheritance from his deceased mother; he says he sold this said part to the person of Antonia Baca for the price and sum of three hundred and forty dollars, which the said Manuel Baca confesses to have received to his content and satisfaction, with which he is contented, paid, and satisfied, and if it is worth more, or may be worth more, he makes to him gift and donation pure, mere, perfect, irrevocable, which the law calls *inter vivos*, with regard to which he renounces his own right, domicile, and residence, and the laws of the *numerata pecunia*, proof and payment, and those of joint ownership (*mancomunidad*), which speak in regard to the half of the just price, that he gives them free from all tax, tribute, or other lien, in order that he may enjoy them for himself, his children, heirs, and successors, and that he may use them according to his will, sell them, exchange them, or alienate them as his own, and for their guarantee he pledges his person, property, real and personal, which he now has and which he may have, with regard to which neither he, nor his children, heirs or successors, will bring any suit or demand, and in case they should bring it, that they may not be heard in court or out of court, and he gives full power to the justices of his majesty that with all rigor they may compel and oblige him to the fulfillment of this instrument of writing as if it were by definitive decision of a competent judge passed on a thing adjudged, in which he renounces all that might be alleged in his favor, and the law *si cunbenerit et juridisiones*. Thus he granted it before me, the said alcalde, to which I certify, and he signed it with me and two assisting witnesses, acting as special justice, in the absence of a notary public or royal, of which there is none in this kingdom.

D.

Translation of deed from Domingo Baca to Antonio Baca of the share in the Pajarito tract which he inherited from his mother.

In this town of San Felipe de Albuquerque, on the ninth day of the month of November of the year one thousand seven hundred and fifty-seven, before me, Alonso Garsia, lieutenant of the chief alcalde of this said jurisdiction, personally appeared before me Domingo Baca, whom I certify I know, and he said that he gave and did give in royal sale, that is to say, the lands and the house which belong to him in the ranch of Pajarito, the said lands he had by inheritance from his deceased mother, Doña Josepha Baca, who says he sold this said share to Captain Antonio Baca for the price and sum of five hundred dollars, which the said Domingo Baca acknowledges to have received to his content and satisfaction, wherefore he is contented, paid, and satisfied, and if it is worth more or may be worth more, he makes him a present and donation of it, pure, mere, perfect, irrevocable, which the law calls *inter vivos*, in regard to which [torn] right, domicile, and residence, and the [torn] *numerata pecunia*, proof and payment and those of *ma* [torn] *d* which speaks of the half of the just price that [torn] free from all tax, tribute, and other lien, in order [torn] for himself, his children, heirs, and successors, and that [torn] them according to his will, sell them, exchange them, and [torn] as his own [torn] their guarantee [torn] *ona* property, real and personal, which he now has and [torn] bring suit nor demand for [torn] mingo Baca, nor by his children, heirs [torn] in case they should bring it let them not be heard [torn] *a* of it, and he gives sufficient power to the [torn] in order that with all rigor they may compel him [torn] fulfilment of this instrument as [torn] *nsia* definitive of a competent judge [torn] adjudg [torn] he renounces all that may be alleged in his favor and the law *si* [torn] *ret et jurisdisiones*. Thus he executed it before me, the said lieutenant of [torn] chief, to which I certify, and he signed it with me and two assistant witnesses, acting as special justice in the absence of a notary public or royal, of which there is none in this kingdom.

DOMINGO BACA. [Rubric.]

Witness:

MANUEL BELASQUES. [Rubric.]

ALONSO GARSIA. [Rubric.]

EUSEVIO RAEL. [Rubric.]

Translation of Doc. Fa. Power of attorney from Maria de la Luz Baca to Antonio Baca to sell her interest in the Pajarito tract.—Doc. Fb. Deed from Maria de la Luz Baca to Francisco Garcia de Ruiz of the interest in the Pajarito tract inherited by her from her mother, Nonico de Chaves.—Doc. Fe. Indorsement and transfer of the above deed by Juan Garcia Ruiz and his sisters to Lorenzo Gutierrez.—Doc. Fd. Indorsement by Antonio Baca of the sale made by his daughter, Doña Maria de la Luz Baca, to Don Francisco Antonio Garcia of the lands which he (Baca) gave her as her inheritance.

Fa.

[Fourth seal, one quartillo, years of one thousand seven hundred and eighty-six and eightyseven.
(Seal.) One quartillo.]

In this capital city of Santa Fé, of New Mexico, on the twenty-seventh day of the month of May, of the year one thousand seven hundred and eighty-six, before me, Don Antonio José Ortiz, chief alcalde and war captain of the said city and its jurisdiction, appeared Doña Maria de la Luz Baca, widow of Captain Don Francisco Trebol Navarro, and she said that she gave, and *de facto* did give all her power complete and as much as required by law and necessary, to her father, Don Antonio Baca, in order that he may sell, and in fact sell the lands which belong to her in the Rancho de Pajarito, except the house with its lots and entrances and exits, and without prejudice to other creditors who may have a better right, and in conformity with this he may execute the instruments of sale that may be necessary. In testimony whereof I, the said chief alcalde, signed it, with my assisting witnesses, acting as special justice in the absence of notaries, of which there is none of any class in this province, and it is done as above.

ANTONIO JOSÉ ORTIZ. [Rubric.]

JOSÉ MIGUEL ORTIZ. [Rubric.]

PEDRO ORTIZ. [Rubric.]

Fb.

I, Doña Maria de la Luz Baca, a resident of this town of Santa Fé, of New Mexico, widow of Don Francisco Trebol Navarro, who was brevet-captain of this royal garrison, say: That it is true that I have sold to Don Francisco Garcia de Ruiz, a resident of the place of San Isidro de Pajarito, the share of lands which came to me by inheritance from my deceased mother, Doña Monica de Chaves, and the rest (*y demas*) in the said place, cultivated as well as uncultivated, in the sum of six hundred current dollars of the country, with which price, on which we have agreed, I am satisfied and paid, in the presence of my brother, Don Diego Antonio Baca, in this said town on the thirtieth day of the month of October of the year one thousand seven hundred and eighty-seven, Don Vicente Troncoso and Don José Rafael Sarracino being witnesses, present and residents; and in order that the proper instrument of sale may be drawn up in the proper terms I give this in the presence of the said witnesses in this said town of Santa Fé.

At the request of my sister, Maria de la Luz.

DIEGO ANTTO. BACA. [Rubric.]

Witness:

VICTE. TRONCOSO. [Rubric.]

Witness:

JOSÉ RAFAEL SARRACINO. [Rubric.]

SANTA FÉ, November 1, 1787.

Let the alcalde of Albuquerque draw up the proper instrument of sale in the usual form.

CONCHA. [Rubric.]

Fc.

In this puebla of San Augustin de la Isleta, on the tenth day of the month of December, of the year one thousand seven hundred and eighty-seven, before me, Don Manuel de Arteaga, chief alcalde and captain of militia of the town of San Felipe de Albuquerque, its jurisdiction and frontiers, personally appeared Don Francisco Garcia de Ruiz, a citizen resident of the place of San Isidro de Pajarito, belonging to this jurisdiction, whom I certify I know, and who presented the foregoing instrument to me, by which and in virtue of the decree given by the Lieutenant-Colonel Don Fernando de la Concha, political and military governor of this province of New Mexico, which follows in continuation, I, the said chief alcalde, say that Doña Maria de la Luz Baca, resident of the town of Santa Fé, gave in royal sale to the said Don Francisco Garcia de Ruiz, namely, the share of lands which came to her by inheritance from her deceased mother, Doña Monica de Chaves, and the rest (*y domas*) in the said Rancho de Pajarito, cultivated as well as uncultivated, the boundaries of which are not given in this instrument, because the said rancho has not been partitioned, and it is not known who are the adjoining owners, and the said lands she gave him for the price of six hundred current dollars of the country, which Doña Maria de la Luz Baca confesses to have received from the said Don Francisco Garcia de Ruiz to her full satisfaction and content, and with which sum she is fully paid, contented, and satisfied, and if it is worth more or may be worth more of the excess, she makes him a present and donation, pure, mere, perfect, and irrevocable, which the law calls *inter vivos*, in regard to which the said Doña Maria de la Luz Baca renounces her own right, domicile, and residence, and the laws of the *non numerata pecunia*, proof and payment, and those of joint ownership (*mancomunidad*), which speak in regard to the half of the just price, and that of the *Ordenamiento Real* made in the cortes of Alcalá de Henares, which also speaks with regard to the half of the just price of the things which are bought and sold, and from the present she renounces and relinquishes all the property, share, and dominion which she had in said lands, and transfers and cedes it to the person of the said Don Francisco Garcia de Ruiz, in order that as his own he may enjoy them and may enjoy them for himself, his children, heirs, and successors, sell them, exchange them, or alienate them, with regard to which no suit or demand of any kind will be brought by the said vendor nor by her heirs, and in case that any should be brought let it not be heard either in court or out of court, and she gives power to the royal justices of His Majesty (whom may God preserve), of whatsoever place they may be, in order that with all rigor of law they may compel and oblige her to the fulfilment of this instrument as if it were by definitive decision given by a competent judge in a matter adjudged, agreed to, and not appealed, and for the guarantee of this instrument the vendor pledges her person and property, real and personal, which she now has and that which she may have, and she renounces all and any laws which may be cited in her favor. Thus the said Doña Maria de la Luz Baca granted it

before two witnesses, who are Don Vicente Troncoso and Don José Rafael Sarracino, as appears by the said instruments, which at the request of the grantor was signed by her brother, Don Diego Antonio Baca, by which she gives her permission that this instrument be drawn up in the proper terms, which I, the said chief alcalde, have done, and in testimony whereof I signed it with my assisting witnesses, acting as special justice in the absence of a notary public or royal, of which there is none of any class in this province, to which I certify.

MANL. DE ARTEAGA. [Rubric.]

Assisting witness:

JOSÉ ANASTO HERNANDZ. [Rubric.]

Assisting witness:

ANTO. VILLEGAS RUIZ. [Rubric.]

[Endorsed:] Year of 1787. Sale of the lands of Doña Maria de la Luz Baca in Pajarito—In 600 dollars.

[End of Endorsement:] I, the undersigned, say that the instrument of sale by Doña Maria de la Luz Baca is transferred, and in favor of Don Lorenzo Gutierrez, in the same terms as in it are set forth, I and my sisters (whose attorney I am), being contented and satisfied with the sum of six hundred current dollars of the land which I acknowledge to have received to my full satisfaction. And in order that it may so appear, I signed it, Don Santiago Abreu, Don Juan Bazan, and Don Antonio Ruiz being witnesses. In Pajarito on the twentieth of June, one thousand eight hundred and seventeen.

JUAN GARCIA RUIZ. [Rubric.]

SANTIAGO ABREU. [Rubric.]

JUAN BAZAN. [Rubric.]

ANTO. RUIZ. [Rubric.]

Fd.

I, Don Antonio Baca, a resident of the place of San Isidro de Pajarito, say, that by the present, I make good the sale which with my consent and will, my daughter, Doña Maria de la Luz Baca, makes to Don Francisco Antonio Garcia, of the lands which I have given to her as her inheritance, of my said daughter, I being responsible with all that may be known as mine to the said Garcia, which I have given him in order that he may maintain himself with it, and in case any one at any time should wish to use the said land for the payment of debts which may not be for the benefit of my daughter, that they be returned to my possessions, in order that with them I may maintain myself, and that the title deed that I may make as attorney for my daughter be of no value, and in order that it may so appear, I gave the present to the said Garcia for his protection, at the place of Pajarito, on June twenty-six, of one thousand seven hundred and eighty-six.

ANTTO. BACA. [Rubric.]

TERRITORY OF NEW MEXICO,

County of Bernalillo:

I, the undersigned, certify that the foregoing writing was recorded in the Book of Documents, letter "I," pages 252, 253, 254, 255, and 256.

In testimony whereof I have placed my hand and the official seal this twenty-ninth day of December, A. D. 1879.

[SEAL.]

MELCHOIR WERNER,

Clerk of the Court of Probate and Ex-Officio Recorder.

H.

Translation of lease and agreement to exchange lands to Lorenzo Gutierrez by other heirs interested in the Pajarito tract.

[Stamp four, one *cuartillo* years one thousand seven hundred and ninety-eight and ninety-nine. (Seal.) One *cuartillo*.]

In this town of San Felipe de Albuquerque, on the tenth day of the month of June, one thousand eight hundred and three, before me, Don Vicente Lopez, civil and military lieutenant of the said town, and my assisting witnesses, who are Cristoval Jaramillo and Don Anastasio Hernandez, residents of this said town, personally appeared Captain Don Lorenzo Gutierrez, a resident of the place of San Isidro de Pajarito; Don Jose Duran, a resident of the town of Santa Fé, and Don Pedro Antonio Mestas, and Don José Marcos Ortiz, residents of this place, Don José Duran speaking for himself and

for his sisters, Doña Ursula Duran, Doña Gertrudis Duran, Doña Ana Duran, and Don Juan Duran; and Don Pedro Antonio Mestas and Don José Marcos Ortiz by power from their wives, Doña Maria Antonia Duran and Doña Mónica Duran, and they said that they all accepted the verbal proposition which Don Lorenzo Gutierrez had made to them, that in the partition of the lands of the Rancho de Pajarito, where it may fall to their share, that he may continue to cultivate, inclose, and plant where he is, although in that particular spot the lands may fall to them in said partition, with the condition that the said Don Lorenzo will replace them with those which he may receive in the said rancho, without any controversy or question, but that it shall be in a brotherly manner, with the understanding that such broken land that each one may have shall be replaced in kind, running the measurements from north to south and from eldest to youngest, in order that there may be no feeling. And in order that it might appear of record, and for its formal fulfilment, they requested me to authenticate it, and, *de facto*, I did authenticate it, and I signed with the said witnesses in said town on said day, month, and year, and in continuation Don José Duran for himself and his three sisters, Don Juan Duran, Don Pedro Antonio Mestas, and Don José Marcos Ortiz for their said wives, to all of which I certify.

VICENTE LOPEZ. [Rubric.]

Assisting witness:

JOSÉ ANASTASIO HERNANDEZ. [Rubric.]

Assisting witness:

CRISTOVAL JARAMILLO. [Rubric.]

For myself and my sisters:

JOSÉ DURAN. [Rubric.]

JUAN M. DURAN. [Rubric.]

PEDRO MESTAS. [Rubric.]

JOSÉ MARCOS ORTIZ. [Rubric.]

I.

Translation of lease and agreement to exchange lands to Lorenzo Gutierrez, made by José Mariano de la Peña and Miguel Ortiz, by authority of their wives.

We, the undersigned, say that by virtue of the power granted to us by our wives, Doña Maria Manuela de la Soledad and Doña Maria Luisa Gutierrez, residents of San Isidro de Pajarito and this city of Santa Fé, that in virtue of the verbal proposition made to us by our brother, Don Lorenzo Gutierrez, the present manager of the house of our mother, Doña Josefa Apolonia Baca, with whose consent we know that he makes it, this proposition: that in the partition of the lands coming to us in Pajarito from our deceased father, as well those which are to come to us at the decease of our mother (whom may God preserve), he may continue to cultivate, enclose, and plant where he now is, and that if the land which he is cultivating should fall to either of us, our said brother, Don Lorenzo, shall make it up to us out of the land that may fall to him in the said rancho without controversy or question, but in a brotherly manner, with the condition that it must be understood that the broken land that each one may have must be replaced in kind, the measurements being run from north to south and from eldest to youngest, in order that there may be no feeling, and in order that it may be duly of record and for its formal fulfilment we sign this in the name of our legal heirs above named, in this city of Santa Fé, on June third, of the year one thousand eight hundred and three.

JOSÉ MARIANO DE LA PEÑA. [Rubric.]

JOSÉ MIGL. ORTIZ. [Rubric.]

J.

Translation of measurement and division of Pajarito made in 1806.

Rancho de Pajarito, its measurement May 20, 1806, viz:

32 cordels measuring 50 varas are	4, 600
Less 766 $\frac{2}{3}$ varas of Isabel Baca	766 $\frac{2}{3}$
There remain	3, 833 $\frac{1}{3}$
Those which have been partitioned, one-half sold	1, 916 $\frac{2}{3}$
There remain partitionable	1, 916 $\frac{2}{3}$

Which being partitioned among five brothers gives to each one $383\frac{1}{3}$ varas $383\frac{1}{3}$.
 The $383\frac{1}{3}$ varas being partitioned among 7 brothers they receive $54\frac{3}{4}$ varas [*] short.
 Of cultivated land $233\frac{3}{8}$ varas partitioned among 7 brothers they receive $33\frac{1}{4}$ varas [†] long.
 Net each one has $33\frac{1}{4}$ cultivated, and $21\frac{1}{2}$ uncultivated.

NOTE.

* "Short"—i. e., a little less than the quantity stated.

† "Long"—i. e., a little more than the quantity stated.

TRANSLATORS.

K.

Translation of power of attorney from Gertrudis Duran to Ramon Suares, authorizing him to sell land inherited from her mother.

I, Gertrudis Duran, say that I give power and faculty to my son, Ramon Suares, to sell a piece of land which came to me by inheritance from my deceased mother, and in order that it may so appear I gave this to him in the presence of my brother-in-law, Pedro Mestas, and as executor, which he is, I called upon him to witness the power which I gave this day, June 21, 1806, and this piece of land is in the place of Pajarito.

In this town of San Felipe de Albuquerque, on this day, June 21, of this year of 1806, Ramon Suares appeared before me with the power mentioned above, and the said Pedro Mestas, in order that I should authenticate it, and I, the civil and military lieutenant of said town, did authenticate it, and in testimony whereof I signed it.

VICENTE LOPEZ. [Rubric.]

L.

Translation of will and codicil of Doña Josefa Apolonia Baca and deed from Juan Duran to Mariano Mestas.

[SEAL.]

[TWO REALS.]

In the name of God Almighty, and of the ever Virgin Mary, Our Lady, conceived without stain of original sin in the most pure instant of her natural being.

Know all who may see this, my will, that I, Josefa Apolonia Baca, widow of Don Clemente Gutierrez, and resident of the place of San Isidro de Pajarito, jurisdiction of San Agustin de la Isleta, being well, and in my full mind, memory, and natural understanding, believing, as I firmly do believe as a Catholic Christian, in the mystery of the Most Holy Trinity, God the Father, God the Son, and God the Holy Ghost, three distinct persons and one only true God. Believing also in all the other mysteries, in general and in particular, in which Our Holy Mother, the Roman Catholic Apostolic Church, believes and confesses, taking for my intercessor the most serene queen of the angels, Mary Most Holy; my holy guardian angel, the saints of my name and devotion, and all the other saints of the Celestial Court, in order that they may pray to our Lord Jesus Christ to forgive my sins and to take my soul to enjoy his beatific presence, and invoking the grace of the Holy Spirit, I make and order this memorandum (*memoria*) and last will in the following form:

First. I commend my soul to God our Lord, who created and redeemed it with the infinite price of His most precious blood, and my body to the earth of which it was made, in order that, having become a corpse and clothed in the habit of my father, Saint Francis (of whose venerable third order I am a member), it may be buried in my parish of Isleta in the place which my executors may select.

Item. I direct that my funeral shall be with vigil (*vigilia*) mass of bodily presence (*cuero presente*) (it being the hour), and that as many masses as possible be said for my soul.

Item. I leave to the forced bequests for one time to each one fifteen hard dollars.

Item. I declare that I was married in accordance with the rules of the church to Don Clemente Gutierrez, in which marriage we had and procreated six children, viz: Lorenza, Soledad, Lorenzo, Manuel, Luisa, and Juana; of these Manuel died under age.

Item. I declare that when I married I brought with me some property, which I do not mention because it is my will that there shall be executed and carried out that which is expressed in duplicate transcripts of a document which is in the archives of the office of the alcalde of the town of Albuquerque, approved by Lieut. Col. Don Fernando Chacon, governor of this province of New Mexico, relative to the voluntary and formal contract of community of interests made between my son, Don Lorenzo Gutierrez, and myself as set forth in it, underdate of August twenty-six of the year one thousand seven hundred and ninety-nine.

Item. I direct that all the property, real and personal, which may be recognized as mine shall be put with that of my son, Don Lorenzo, in order that it all make one lot, in accordance with our said contract of community of interests; excepting the vineyard and all the fence which should be left for my said son and not go in with the property, as we have thus agreed voluntarily; and also the ornaments of the parlor, which is at the entrance of the hall on the right-hand side, which it is my will to give to my son Don Lorenzo, and that they shall not go in with the property under our contract, but shall be set apart from it by gratuitous and voluntary donation which I make to him. As also a writing-desk which is in the said parlor which I give in the same manner to my daughter, Doña Luisa Gutierrez.

Item. I direct that the slave named Sabina Rosales, whom I hold by written title, be emancipated.

Item. With regard to the debt which, as appears by written instrument was contracted [torn, two or three words illegible] Don José Mariano de la Peña, I direct that one thousand dollars be remitted to him, and that the remainder of said indebtedness be placed with the common stock of the property.

Item. A parlor and two rooms which are built opposite the chapel shall remain for its benefit in perpetuity, and for a lodging for the priests; I direct that they shall not be put with the property of the joint interest, and that at the end of my days my heirs shall not touch anything in them.

Item. I direct that with respect to the chapel, that which is expressed in the said document of community interests, be done without variation.

Item. I declare that notwithstanding it is expressed in the document that I have given some property to my granddaughter, Doña Ana Maria Garcia, it is my will that it be not given to her, but that she inherit equally her proper share, because I have already given her some things since her marriage.

Item. I direct that from my half of the property which may come to me from our contract there be separated that which may appear in the statements of property inherited (*hijuelas*) by my grandchildren, Doña Ana Maria, Don Juan Vicente, Don José Clemente, and Doña Dolores, and that it be given to them.

Item. I direct that if there appear any indebtedness against the house it be satisfied out of my property and that of my said son in equal parts.

Item. I direct that six silver plates and six knives and forks of the same metal shall not be put with the other property, but I give them gratuitously to my son Lorenzo, as such is my will.

And by this will I revoke, annul, and make of no value whatever other will, memorandum (*memoria*), or codicil which I may have made, and I desire that that which is contained in this one only to be executed, and that it be executed according to its contents, being governed in all things by the said document of community of interests which are made, as before said, and that this my will be closed and signed (*rubricado*) in order that it may be opened at the proper time after my funeral and the rest.

And in order that this, my testament, be respected and fulfilled I name as my testamentary executors, in the first place, my son Don Lorenzo Gutierrez, my son Don José Mariano de la Peña, and Don Antonio Ruiz, in order that they do and fulfill it as I order it; which I enjoin upon their consciences. I also state that after this my testament shall have been fulfilled and paid the remainder of my property shall be divided in equal parts among my said children as legal heirs.

And in order that this my will shall have the force and vigor required by law, I beg the chief alcalde and captain of militia Don José Pino to interpose his authority and judicial decree. And I, the said alcalde, said that I interposed it, and I did interpose it with all the authority conferred upon me by the law.

I certify and attest that the testatrix, Doña Apolonia Baca, is in her full and sound mind, memory, and natural understanding, and the present is done in her house and dwelling, at her residence in this place of San Isidro de Pajarito, on the eighteenth day of the month of November of the year one thousand eight hundred and nine, before my assisting witnesses, who are: Don José Antonio Chavez, Don Francisco Xavier Chavez, Don Antonio Sandoval, Don José Gutierrez, Don Pablo Zedillo, Don José Gabriel Sanchez, and Don Antonio Ruiz, with whom I act in the absence of a notary royal or

public, of which there is none of my class in this province; and they signed it with me, Don Antonio Ruiz signing for the testatrix, because she did not know how. To all of which I certify.

For Doña Apolonia Baca,

ANTO. RUIZ. [Rubric.]

JOSÉ PINO. [Rubric.]

Attending:

JOSÉ ANTO. CHAVES. [Rubric.]

Attending:

FRANCO. XAVIER CHAVES. [Rubric.]

Attending:

ANTO. SANDOVAL. [Rubric.]

Attending:

JOSEF GUTIERRES. [Rubric.]

Attending:

PABLO SODILLO. [Rubric.]

Attending:

JOSÉ GLAVIEL SANCHES. [Rubric.]

Attending:

ANTO. RUIZ. [Rubric.]

M.

I, the testatrix, say that notwithstanding that this will concurs directly with the contract of community of interests which my son, Don Lorenzo Gutierrez, and I entered into, by a delivery which he has made to me of my property, and a power of attorney which I have given to my grandson, Don José Matias Gutierrez, which bear date of July 28, 1812, the contract of community of interest is null and of no value, and I desire that the present, which I mention in the said instruments of power and delivery, and that which appears in the receipt which I gave to my said son in the agreement made, to stand.

Item. I declare that with the concurrence of the heirs I gave consent for the vineyard and fence, the said Don Lorenzo to make compensation with what may be just to him, who, in that place, may get his land, as he [Don Lorenzo] has made and improved it all at his own expense.

[SEAL.]

[Two reals.]

Item. I declare that the one thousand lambs given by me for the benefit of the chapel were lost, and I direct my said son, Don Lorenzo, as patron of the same, to take great care of that which belongs to the Divine worship and its adornment.

Item. I direct [abraded, torn—about three words illegible] any indebtedness against my property, that it meet the same, and not that of my said son, as it is now separate from mine.

Item. I direct that the silver plate be left for the heirs.

Item. I direct that the house in which Don Manuel Ruvi is living be appraised, and that my daughter, Doña Juana, shall have only that part in it which may belong to her on the paternal side.

Item. I direct that Don Augustin de la Peña complete the inheritances of my grandchildren, Francisca and Bartolomé, which were delivered to him by the alcalde Don Manuel de Arteaga, and I declare that of these inheritances I have in my possession only one [picture] of the Holy Savior (*Santo Cristo*) and one [of] Our Lady of Grief (*Dolorosa*) in gilded frames.

Item. I leave five hundred hard dollars for the benefit of my soul.

Item. Five hundred ewes for Christmas masses and masses of San Gregorio in order that, being invested (*puestas en finca*) in charge of my son, Don Lorenzo, he may annually carry out this clause of my will without variation.

Item. I declare that the five hundred ewes for the benefit of the souls in purgatory (*animas*), and the seven cows for various saints perished.

Item. I direct that this my will be executed as it is expressed, and I beg the señor alcalde of 1st election, Don Miguel Baca, to interpose his authority and judicial decree and I, the said alcalde, said that I would interpose, and I did interpose it with all the authority conferred upon me by the law. I know that the testatrix is in her full mind, memory, and natural understanding, and she requested me to open the closed will, which is the present, which she executed before my predecessor, Don José Pino, in order to add to or take from it some matters pertinent to the case of her conscience, and I, the said alcalde, opened and delivered it to the said lady in order that she might carry out her wishes, and she returned it to me to be closed, after having authenticated it, and that which is contained in it is her last will, to be carried out and executed. I certify

that it is true and certain. In testimony whereof I signed it with my assisting witnesses, who are: Don José Antonio Chavez, Don Francisco Xavier Chavez, Don Antonio Sandoval, and Bernardo Padilla, residents of Los Padillas; Don Antonio Ruiz, a resident of Albuquerque, who signed for the testatrix as executor and witness; Don José de la Peña, a resident of Santa Fé, and Don Francisco Xavier Bazán, a resident of this place of Pajarito, on this twenty-eighth day of July, one thousand eight hundred and twelve.

For the testatrix as executor and witness.

ANTO. RUIZ. [Rubric.]
 JOSÉ ANTO CAHVES. [Rubric.]
 FRANCO. XAVIER BAZAN. [Rubric.]
 JOSÉ DE LA PEÑA. [Rubric.]
 MIGEL BACA. [Rubric.]
 FRANCO. XAVIER CAHVES. [Rubric.]
 ANTO SANDOVAL. [Rubric.]
 BERNARDO PADILLA. [Rubric.]

In this town of San Felipe de Albuquerque, on the sixth day of May of the year one thousand eight hundred and fifteen, before me, Don Cristoval Jaramillo, civil lieutenant of said town, and before two assisting witnesses, who are Dan Antonio Ruiz, and Teodora Duran, personally appeared Don Juan Duran and Don Mariano Mestas, and Duran said that he had sold to Mestas the share of land in the Rancho de Pajarito which had come to him by inheritance from his mother, Doña Barbara Baca, and the said Duran also declared that Mestas was the legal owner of said land, and that he had received its price to his satisfaction and content [apparently eaten by mice] never have to make a reclamation, and that if he should make a reclamation that he should not be heard in court or out of court. In testimony whereof I signed it with the said witnesses; Duran and Mestas also signing it.

CHRISTOVAL JARAMILLO. [Rubric.]

Assisting,
 ANTO RUIZ. [Rubric.]
 Assisting,
 TEODORA DURAN. [Rubric.]

JUAN DURAN. [Rubric.]
 MARIANO MESTAS. [Rubric.]

N.

Translation of statement of the property belonging to the maternal inheritance of Doña Lorenzo Gutierrez, in the possession of Don Lorenzo Gutierrez.

Statement of that which is in my possession belonging to the maternal inheritance of Doña Lorenzo Gutierrez in accordance with the statement of property inherited, which exists here, of Doña Maria Dolores Garcia, with the total of that which belongs to Doña Ana Maria, Don José Clemente, Don Juan, and the said Doña Dolores; and also of that which they received by the said mother, Doña Lorenzo, in the partition made by the executors by reason of the end and death of Doña Apolonia Baca, as follows, viz:

	Dollars.	R.	G.
290 dollars in silver are worth of those of the country	1,160	0	0
1 kettle valued at \$55 in silver	220	0	0
112 lambs, young, at \$1	112	0	0
388 ewes, at \$2	776	0	0
20 cows, at \$20	400	0	0
51 rams, at \$2	102	0	0
In my possession	2,770	0	0
In the house \$123.2 rls. 10gs.	123	2	8
In the Rancho de Pajarito	80	0	0
In the deed of Doña Maria de la Luz Baca	400	0	0
From Don Agustin de la Peña, in grain	107	2	8
From the same, in wool	32	0	0
Total	3,512	5	4

BY THE PRESENT PARTITION.

	Pesos.	R.	G.
263 ewes, at \$2	526	0	0
4 cows, at \$2	80	0	0
4 oxen, at \$25	100	0	0
4 mares, at \$20	80	0	0
5 mules with pack saddles, at \$100	500	0	0
5 calves, at \$6	30	0	0
1 id. one year old, at	12	0	0
25 rams, at \$2	50	0	0
1 colt two years old, at	15	0	0
16 sacks of corn, at \$2	32	0	0
To be carried over	1,425	0	0
Amount brought over	1,425	0	0
5 fanegas of wheat at, \$4	20	0	0
1 sickle, at	1	0	0
In personal property	1,446	0	0

TO BE COLLECTED (DEPENDIENCIAS).

From Don Mariano de la Peña \$101.2½ reals in silver	405	2	0
From Don Lorenzo 7 mks. 65. 8 oz. silver plate at \$7 per mark, \$54. 6½ reals	219	2	0
From Don Ignacio Sanchez	115	5	0
From Don Antonio Zedillo	100	0	0
In the town of Los Trugillos, in lands	80	0	0
From Florencio Padilla	12	0	0
From the heirs of Rafael Baca	20	0	0
From José Antonio Padilla	248	3	0
The one-fifth part of the half of the house	50	0	0
The id. of the half of the rancho de Pajarito	120	0	0
The id. of the [rancho] Los Positos	400	0	0
The id. of the ranchos Los Pinos	400	0	0
The one-fifth part of the [rancho] Bosque de José Sanches, no price	000	0	0
The one-fifth part of the rancho de Navajo	506	0	0
In the town of Los Padillos, share, and a piece of land as by written title, without price	000	0	0
Sum total	4,083	4	0

Pajarito, January 14, 1817.

JUAN GARCIA ROIZ. [Rubric.]
LORENZO GUTIERRES. [Rubric.]

O.

Translation of list of property belonging to the estate of Doña Apolonia Baca at the time of her death.

General account and acknowledgment of property [made] by reason of the end and death of Doña Apolonia Baca, widow of Don Clemente Gutierrez, valued at the current price of the country, which the heirs in unity and conformity have agreed to the first executor, Don Lorenzo Gutierrez, making the statement, which is as follows, viz:

	Dollars.	Reals.
2,000 ewes, at \$2	4,000	0
40 cows (stock), \$20	800	0
12 oxen, at \$25	300	0
20 mares, at \$20	400	0
24 mules with pack saddles, at \$100	2,400	0
2 horses, at \$20	40	0
\$300 of the country, due from the men servants	300	0
3 plows with their points, at \$4	12	0
3 hoes, at \$6	18	0
5 sickles, at \$1	5	0

	Dollars.	Reals.
2 carts, at \$20	40	0
1 adze and 1 chisel, at \$4	4	0
25 calves one year old, at \$6	150	0
3 large casks, at \$40	120	0
1 large copper kettle, at \$220	220	0
180 rams, at \$2	360	0
6 calves two years old, at \$12	72	0
5 colts two years old, at \$15	75	0
60 lambs, at \$1	60	0
8 oval pictures of the Apostles, at \$2	16	0
2 small tin pictures with glasses, at \$3	6	0
1 picture of the Virgin (<i>Dolorosa</i>), at	8	0
1 new trunk, at	30	0
1 old wardrobe, at	12	0
1 large box with lock and key, at	30	0
83 sacks of corn, at \$2	166	0
25 fanegas of wheat, at \$4	100	9
39 marks silver plates, at \$7 in silver, in current money, amounts to	1,097	0
2 trunks, 1 box, and several saints, at	116	0
\$1,000 in silver	1,000	0

HOUSE AND LANDS.

The half of her dwelling-house	250	0
The one-half of the Rancho de Pajarito, its boundaries on the north Los Positas, on the south the [boundary of] Los Padillos, on the east the river, and on the west the Rio Puerco	600	0
To be carried over	11,805	0
Brought forward	11,805	0
I. Rancho de Los Positos to the boundary line of Los Ranchos, its boundaries on the north lands of Antonio Zedillo, on the south Los Positos, on the east the river, and on the west the Rio Puerco	2,000	0
Another at Los Pinos, its boundaries on the north the Ysleta Pueblo, south that which is called Los Lentos, east the hills, and west the river	2,000	0
One-half of the [Rancho] Bosque de José Sanches, no price		
One-half of the Rancho de Navajo, as expressed in the title deeds	2,800	0
In the town of Los Padillas, the right or share of Juan Bomingo Padilla as appears by instrument of writing by the alcalde Don Francisco Trebol Nevarro, dated November 16 of the year 1773; it being proper to say that of this land only two pieces in the cultivated land were sold and nothing more. In the town of Los Trujillos 400 varas of land	400	0

TO BE COLLECTED (DEPENDIENCIAS).

From Don José Mariano de la Peña, \$506.5½ reals in silver, reduced to currency	2,026	6
From Don Antonio Sedillo, \$500	500	0
From Don Ygnacio Sanchez Vergara, \$578	578	0
From Florencio Padilla, 3 cows	60	0
From the heirs of Rafael Baca, 5 cows	100	0
From Jose Antonio Padilla, 621 ewes	1,242	0
By \$290 in silver, which were added to the Chihuahua inheritances, reducing the currency	1,160	0
Sum total of property	24,671	6
Deduct 500 ewes for masses of San Gregoria and deduct for the Chihuahua inheritances and for the Christmas masses	3,770	0
There remains net partitionable	20,901	6
The heirs being five, Don Lorenzo Gutierrez, Doña Lorenza, Doña Maria Manuel de la Soledad, Doña Maria Louisa, and Doña Juana, there falls to each	4,180	3

NOTE.

Of the one thousand dollars in silver 290 were subtracted, and, being reduced to current values, were added to the capital, and the remaining 710 were disbursed on the following expenses:

Bequest for the benefit of her soul	\$500
Burial, honors, and masses at the end of the year	107
The attendance of two priests at the burial, at 10 dollars	20
That of two singers	14
Forced bequests at 15 dollars each	45
For 24 wax candles for the burial and honors, at \$1.00	24
Total	710

The adjustment and partition being concluded among the five heirs, Don Lorenzo Gutierrez, Doña Lorenza, Doña Maria Manuela de la Soledad, Doña Maria Louisa, and Doña Juana, to each was given his share, a detailed statement of what was given to each being attached to this general statement, they signing the corresponding receipt at the foot of each, the delivery being made by Don Lorenzo Gutierrez, as first executor, he being in charge.

PAJARITO, *January 16, 1817.*

NOTE.

It having appeared that there were one hundred and twenty lambs in the possession of persons who had them on shares, there fall to each individual twenty-four, which were delivered equally by the first executor, Don Lorenzo Gutierrez.

The executors and heirs having jointly made an examination of the jewels belonging to the chapel, they found the following to be missing: Some earrings with colored stones; some earrings with white stones; a little silver picture; the glass arms of the sconces; a bell from the bell-tower, first-class; a blue velvet mantle embroidered in gold and silver.

Additional, as follows: Five altar cloths; one rosary and cross with seven mysteries attached, all of gold; one gold jewel with reliquary of Santa Teresa de Jesus; one reliquary of silver with the Señor de Chalma; one small brass bell; three silver candlesticks; some earrings with gold beads; one oupastle embroidered with silver lace and lined with crimson silk; one purple cloak, damask with gold lace; two pairs tablecloths; one linen sheet; one ornament, brown lustring, of gold; one piece white lustring; twelve shirts of the two images of Our Lady the Child and San Sebastian; two Amices; one purple silk handkerchief; four napkins; seven purifiers; seven boquets of pasteboard and paper; one image of Señora Santa Ana 2 varas high, with her satin dress, purple, green, and yellow, lined with scarlet silk, and her child dressed in scarlet satin, with a blue cloak, with two strings of five pearls, and earrings of the same, with little gold beads; one Santo Cristo with baldoquin; one Santo Cristo, large, of Esquipulas; two Santo Cristos, small; one picture of Our Lady of Guadalupe and her altar; another picture of San Vicente Ferrer and his altar; six little carved angels, fine; one tin chandelier; twelve iron arms for the sconces; three altar rails additional; one chair; a screen for the sacristy; two new blankets for carpets.

Which examination was made this day, January 17, 1817, and they signed it.

For me and my brothers:

JUAN GARCIA ROIZ. [Rubric.]

LORENZO GUTIERREZ. [Rubric.]

For the convention of the heirs:

JOSEF MARIANO DE LA PEÑA. [Rubric.]

ANTO. RUIZ. [Rubric.]

FRANCO. SARRACINO. [Rubric.]

MANL. RUVI DE CELIS. [Rubric.]

NOTE.

There having remained 180 fleeces of wool not partitioned, they were partitioned, and there fell to each one of the heirs 36 fleeces.

NOTE.

By mistake there were set down in the present various articles belonging to the chapel, missing and additional, which appear above, and to-day, November 18, 1818, they were

transcribed on a sheet of paper, which was attached to the inventory, being marked out in the present, as is proper, and they whose names appear below signed it in Pajarito on the said day, month, and year.

LORENZO GUTIERREZ. [Rubric.]
ANTO. RUIS. [Rubric.]

Translation of statement of the property falling to the heirs of Doña Lorenza Gutierrez from the estate of Doña Apolonia Baca and statement of the property falling to Don Lorenzo Gutierrez, as the legal heir of Doña Apolonia Baca.

P.

Statement of the property which by reason of the end and death of Doña Apolonia Baca fell to the heirs of Doña Lorenza Gutierrez, all at current prices of the country, as follows, viz:

	Dollars.	Reals.
The one-fifth part of the half of the house	50	0
The one-fifth part of the Rancho de Pajarito	120	0
The one-fifth part of the [Rancho] Los Poisitos los Ranchos	400	0
The one-fifth of the Rancho de los Pinos	400	0
The one-fifth of the half of [Ranchos] Bosque de José Sanches, no price		
The one-fifth part of the half of the Rancho de Navajo	560	0
In 400 varas of land in the town of Los Trujillos	80	0
In the town of Los Padillas, share, and a piece of land, as by written title	80	0
263 ewes, at \$2	526	0
4 cows	80	0
4 oxen	100	0
4 mares	80	0
5 mules, with pack-saddles	500	0
5 calves, at \$6	30	0
1 <i>id.</i> , two years old, at	12	0
25 rams, at \$2	50	0
1 colt, two years old, at	15	0
16 sacks corn, at \$2	32	0
5 fanegas wheat, at \$4	20	0
1 sickle	1	0
7 marks 6½ oz. silver plate, at \$7	219	2

TO BE COLLECTED [DEPENDIENCIAS].

From Don Mariano de la Peña, in silver, \$101,2½ reals	405	2
From Don Ignacio Sanches Vergara	115	4
From Don Antonio Zedillo	100	0
From Florencio Padilla	12	0
From the heirs of Rafael Baca	20	0
From José Antonio Padilla	248	3
Two rams	4	0
Sum total	4,180	3

As second executor of the deceased, Doña Apolonia Baca, and representing the heirs of Doña Lorenza Gutierrez, absent in Chihuahua, I have received the contents of the present, which remain in charge of the first executor, Don Lorenzo Gutierrez, and we both sign it in Pajarito, January 16, 1817. Not insuring the said property against irreparable damages.

LORENZO GUTIERREZ. [Rubric.]
JUAN GARCIA ROIZ. [Rubric.]

ANTO. RUIZ. [Rubric.]

Add 36 fleeces of wool.

Q.

Statement of the property which by reason of the end and death of Doña Apolonia Baca was delivered to Don Lorenzo Gutierrez, as her legal heir, all at current prices of the country, viz:

	Dollars.	Reals.
The one-fifth of the half of the house at	50	0
The one-fifth part of the half of the Rancho de Pajarito	120	0
The one-fifth part of the Rancho á los Ranchos	400	0
The one-fifth <i>id.</i> of the Rancho Los Pinos	400	0
The one-fifth <i>id.</i> of the half of the [Rancho] Bosque de José Sanchez, no price		
The one-fourth <i>id.</i> of the half of the Rancho de Navajo	560	0
In 400 varas of land in the town of Los Trujillos	80	0
In the town of Los Padillas, share, and a piece of land, as by written title.		
Three hoes, 3 plows, and 3 large casks, at	150	0
2 small pictures on tin and 1 trunk	36	0
Due by the men servants	300	0
2 more trunks, at	35	0
1 box at	30	0
1 wardrobe and 1 picture of the Virgin, at	20	0
8 oval pictures and another box, at	36	0
In pictures of saints	61	0
1 cart and 4 sickles, at	24	0
77 ewes, at \$2	142	0
4 cows, at \$20	80	0
16 sacks of corn and 5 fanegas of wheat	52	0
4 mares, at \$20	80	0
4 mules with pack-saddles	400	0
7 marks, 6½ oz. silver-plate, at \$7	219	2

TO BE COLLECTED.

From Dn. Mariano de la Peña, in hard dollars, 101.2½	405	2
From Don Ignacio Sanchez Vergara	115	4
From Don Antonio Zedillo	100	0
From Florencio Padilla	12	0
From the heirs of Rafael Baca	20	0
From José Antonio Padilla	248	3

4, 176 2

NOTE.—Add two rams, value \$4.1, a \$2 [1] a \$2.1

4 1

Total which he received

4, 180 3

I have received that which is contained in this paper as legal heir, in testimony whereof I sign it, in Pajarito, on January 16, 1817, Don José Mariano de la Peña, Don Manuel Ruví, and Don Francisco Sarracino were present, and they also signed it.

LORENZO GUTIERREZ. [Rubric.]

Add 36 fleeces of wool.

R.

Translation of statement of the property falling to Doña Maria Luisa Gutierrez, as the legal heir of Doña Apolonia Baca.

Statement of the property which by reason of the end and death of Doña Apolonia Baca fell to Doña Maria Luisa Gutierrez as her legal heir, all at current prices of the country, as follows, viz:

	Dollars.	Reals.
The one-fifth part of the half of the house	50	0
The one-fifth <i>id.</i> of the half of the Rancho de Pajarito	120	0
The one-fifth <i>id.</i> of the Rancho de los Pinos	400	0
The one-fifth <i>id.</i> of the [Rancho] Positos á los Ranchos	400	0

Dollars. Reals.

The one-fifth <i>id.</i> of the half of [Rancho] Bosque de José Sanches, no price.		
The one-fifth <i>id.</i> of the half of the Rancho de Navajo	560	0
In 400 varas of land in the town of Los Trujillos	80	0
In the town of Los Padillas, share, and one piece of land, as by written title.		
254 ewes, at \$2	508	0
4 cows	80	0
4 oxen	100	0
4 mares	80	0
5 mules with pack-saddles	500	0
5 calves, one year old, at \$6	30	0
25 rams	50	0
1 calf, two years old	12	0
1 colt, two years old	15	0
15½ sacks of corn	31	0
5 fanegas of wheat, at \$4	20	0
1 horse	20	0
In 7 marks, 6½ oz. silver plate, at \$7 in silver	219	2

TO BE COLLECTED.

From Don Mariano de la Peña in hard dollars, \$101.2½	405	2
From Don Ygnacio Sanchez Vergara	115	6
From Don Antonio Zedillo	100	0
From Florencio Padilla	12	0
From the heirs of Rafael Baca	20	0
From José Antonio Padilla	248	3
Two rams	4	0
Sum total	4,180	3

By direction of my mother, Doña Luisa Gutierrez, I received all the above, in testimony whereof I signed it on January 22, 1817.

FRANCO SARRASINO. [Rubric.]

Add 36 fleeces of wool.

I certify that the foregoing exhibit is recorded in book letter F, on pages 275 and 276.

In testimony whereof witness my hand and seal, causing the seal of the court to be affixed in the office at Albuquerque on the 16th day of May, A. D. 1872.

[SEAL.]

NESTOR MONTOYA,

Clerk of the Probate Court of Bernalillo County.

S.

Translation of statement of the property falling to Doña Maria Manuela de la Soledad Gutierrez as the legal heir of Doña Apolonia Baca.

Statement of the property which by reason of the end and death of Doña Apolonia Baca, fell to Da. Maria Manuela de la Soleda Gutierrez as her legal heir, all at current prices of the country, and it is as follows, viz.:

Dollars. Reals.

The one-fifth part of the half of the house	50	0
The one-fifth <i>id.</i> of the half of the Rancho de Pajarito	120	0
The one-fifth <i>id.</i> of the [Rancho] Positos á los Ranchos	400	0
The one-fifth <i>id.</i> of the Rancho de los Pinos	400	0
The one-fifth <i>id.</i> of the half of the [Rancho] Bosque de José Sanchez, no price.		
The one-fifth <i>id.</i> of the half of the Rancho de Navajo	560	0
In 400 varas of land in the town of Los Trujillos	80	0
In the town of Los Padillas, share, and a piece of land, as by the written title.		
255 ewes, at \$2	510	0
4 cows	80	0
2 oxen	50	0

	Dollars.	Reals.
4 mares -----	80	0
5 mules, at \$100 -----	500	0
5 calves, at \$6 -----	30	0
30 rams, at \$2 -----	60	0
1 calf, two years old -----	12	0
1 colt, two years old -----	15	0
18½ sacks of corn, at \$2 -----	37	0
5 fanegas wheat, at \$4 -----	20	0
1 cart -----	20	0
1 horse -----	20	0
1 bull, two years old -----	12	0
7 marks 6½ ounces silver plate, at \$7 -----	219	2

TO BE COLLECTED.

From Don Mariano de la Peña in hard dollars, 101.2½ -----	405	2
From Don Ignacio Sanchez Vergara -----	115	6
From Don Antonio Zedillo -----	100	0
From Florencio Padilla -----	12	0
From the heirs of Rafael Baca -----	20	0
From José Antonio Padilla -----	248	3
2 rams -----	4	0
Sum total -----	4,180	3

JOSEF MARIANO DE LA PEÑA. [Rubric.]

Add 36 fleeces of wool.

T.

Translation of statement of the property falling to Doña Juana Gutierrez as the legal heir of Doña Apolonia Baca.

Statement of the property which, by reason of the end and death of Doña Apolonia Baca, fell to Doña Juana Gutierrez as her legal heir, all at current prices of the country, as follows, viz.:

	Dollars.	Reals.
The one-fifth part or the half of the house -----	50	0
The one-fifth <i>id.</i> of the half of the Rancho de Pajarito -----	120	0
The one-fifth part of the Rancho de los Pinos -----	400	0
The one-fifth part of the [Rancho] Positos á los Ranchos -----	400	0
The one-fifth part of the half of the [Rancho] Bosque de Jose Sanchez, no price.		
The one-fifth part of the half of the Rancho de Navajo -----	560	0
In 400 varas of land in the town of Los Trujillos -----	80	0
In the town of Los Padillas, share, and a piece of land as by written title.		
269 ewes, at \$2 -----	538	0
4 cows -----	80	0
2 oxen -----	50	0
4 mares -----	80	0
5 mules, with pack-saddles -----	500	0
29 rams, at \$2 -----	58	0
1 bull two, years old -----	12	0
5 calves, one year old, at \$6 -----	30	0
1 colt, two years old -----	15	0
16½ sacks of corn -----	33	0
5 fanegas wheat -----	20	0
5 calves more -----	30	0
7 marks 6½ oz. silver plate, at \$7 hard money -----	219	2

TO BE COLLECTED.

	Dollars.	Reals.
From Don Mariano de la Peña in hard dollars, \$101.2½ -----	405	2
From Don Ignacio Sanches Vergara -----	115	6
From Don Antonio Zedillo -----	100	0
From Florencio Padilla -----	12	0
From the heirs of Rafael Baca -----	20	0
From José Antonio Padilla -----	248	3
2 rams, at -----	4	
Sum total -----	4,180	3

MANL. RUVI DE CELIS. [Rubric.]

Add 36 fleeces of wool.

U.

Translation of certificate of settlement of claim of José Mariano de la Peña for his wife, Doña Maria Manuela de la Soledad Gutierrez, one of the heirs of Doña Apolonia Baca.

I, the undersigned, as executor of the deceased Doña Apolonia Baca, say that Don Jose Mariano de la Peña having made a claim on the property of the said lady for the remainder of the inheritance of his deceased wife, Doña Maria Manuela de la Soledad Gutierrez, in the paternal estate and documents executed by the said Doña Apolonia, with the object of denying that which the said Don José Mariano asks, and even showing that that which had been previously given was prejudicial to her interests, being exhibited, the heirs did not admit his claim; thereupon Don Lorenzo Gutierrez made a proposition to the said gentleman to give him of his own property five hundred sheep and one hundred hard dollars in order to avoid dissensions and troubles and to preserve a tranquil peace among all, to which the said Peña agreed. In testimony whereof I signed it in Pajarito on May 13, in the year 1817.

ANTO. RUIZ. [Rubric.]

A.

Translation of acknowledgment of receipt of their proportion of the estate of Doña Apolonia Baca by Juan Garcia Roiz for himself and for his brother and two sisters.

I have received from my uncle, Don Lorenzo Gutierrez, all that belongs to my inheritance and that of my sisters and brother, Doña Ana Maria, Doña Maria Dolores, and Don José Clemente, which is set forth in the statements of property inherited by reason of the end and death of my grandmother, Doña Apolonia Baca. There only remain to be collected the outstanding amounts which are stated in continuation, and which will be credited as they are collected; it should be understood that of the sum of eight hundred and eighteen hard dollars which, exclusive of the amounts to be collected, is the amount of the inheritance on the side of my said grandmother, Doña Apolonia Baca, Don Bartolomé de la Peña, and Doña Maria Francisca, as children had by my deceased mother by her second marriage, should have their share. And I have also received the amount of the deed of Doña Maria de la Luz Baca, of which on this date I have given a transfer to my said uncle. It is remarked that the outstanding indebtedness of thirty-four hard dollars of Don Augustin de la Peña should only be divided among the first four children, and that of the remainder among the six. For my own part and that of my sisters and brother (as their attorney) I am contented and satisfied with no claim to make hereafter in the matter. In testimony whereof I signed it in Pajarito on June 20, 1817.

JUAN GARCIA ROIZ. [Rubric.]

TO BE COLLECTED.

From Don Mariano de la Peña \$101.2½ reals in silver. From Don Ignacio Sanchez Vergara \$115.4 reals of the country. From the heirs of Rafael Baca \$20 id. From José Antonio Padilla \$248.3 reals id.

TERRITORY OF NEW MEXICO,
County of Bernalillo:

I, the undersigned, certify that the foregoing writing was recorded in the Book of Documents, letter I, page 259.

In testimony whereof I have set my hand and the official seal this day, 29th of December, A. D. 1879.

[SEAL.]

MELCHIOR WERNER,
Clerk of the Probate Court and ex-officio Recorder.

W.

Translation of statement of property belonging to Juan José Gutierrez from the estate of his father, Don Lorenzo Gutierrez, etc.

Statement of property (*Hijuela*) belonging to Don Juan José Gutierrez, from the estate of his deceased father, Don Lorenzo Gutierrez, in accordance with the will and the agreement of the two heirs, with the concurrence and approval of the three executors appointed by the will of the said deceased.

First. One-half of the dwelling-house of the said deceased, in the place of Pajarito, with the exception of a fifth of the value of said house, which is left for the benefit of his grandson, the citizen Joaquin Bazan, according to direction of the deceased Gutierrez.

Item. One-half of the uncultivated and cultivated lands with the appurtenances of the rancho, it being understood that the cultivated lands, broken up to date, are to be divided.

Item. The mules, pack-saddles, and oxen mentioned in the will are left for the benefit of the said Don Juan Gutierrez.

Item. The garden mentioned in the said will is left for the benefit of the said gentleman.

Item. A saddle, some arms, a sabre with silver hilt and mountings, and a pair of pistols.

Item. There are, as appears by the will, in the city of Durango, in the possession of the gentlemen Don Mariano Herrera and Don José Miguel Briones, of the first ninety-five dollars, and of the second forty-five dollars. These being collected they shall be divided between the two heirs, Don Juan Gutierrez and Doña Polonia Gutierrez, always reserving the fifth in favor of the citizen Joaquin Bazan.

Item. The said Don Juan Gutierrez is responsible for the payment, so soon as possible, of the fifty masses mentioned in the will for the benefit of the soul of his deceased father, and also for twenty-five of the same which he directed should be said for the blessed souls in purgatory.

Item. He must also pay fifteen dollars for the forced bequests, taking a receipt for the same, and also for the seventy-five masses, for the satisfaction of the executors.

Item. There are left in favor of Don Juan Gutierrez the sheep which Don Augustin Torres owes, as also those owed by Don Joaquin Padilla, he being under the obligation to pay out of the first money they bring for one hundred masses for the benefit of all those who had served him and with whom he had had business; and also there are left to the said Gutierrez all the obligations and lists which he may collect for his benefit, according to the agreement between the brother and sister.

And the said Don Juan Gutierrez is under the strict obligation to pay annually ten per cent. of the fruits of the garden, and this will be applied to masses for the benefit of the blessed souls in purgatory; and in addition to the fruit mentioned, he shall pay every fifteen days for a mass in the chapel on his estate for the soul of the testator, and if by any unforeseen disaster the land should produce no grain nor the garden any fruits, in such case the said Gutierrez shall not be responsible, but if he graciously choose he may pay for one or more.

Item. In order to carry out the directions and legacies of the said deceased, as expressed in his will, the said Don Juan Gutierrez is under the strict obligation to completely carry into effect all the clauses set forth by his father, in accordance with the agreement between the two heirs, and in order that it may so appear for all time this statement was drawn up at the Pajarito estate by direction of the three appointed executors and in the presence of the two said heirs, who signed it in this place of Pajarito, on the seventh day of the month of January in the present year of 1829.

JUAN NEPO GUTIERREZ. [Rubric.]

For my mother, Polonia Gutierrez.

JUAQN. BAZAN. [Rubric.]

MANL. ARAGON. [Rubric.]

JUAN RAFAEL ORTIZ. [Rubric.]

JUAN ESTEVAN PINO. [Rubric.]

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., December 24, 1887.

The foregoing on seventy-five pages, being claimant's translation of the Spanish documents constituting Exhibit B (and certain other documents referred to in the explanatory note following this certificate), which are on file in this office in the matter of private land claim, file No. 210, in the name of Josefa Baca, for the Pajarito tract, has been examined by me and compared with said Spanish documents, and many corrections having been made, it is now found to be a substantially correct translation of all the documents in said Exhibit B, with the exception of those designated respectively as E and G, of which I have made entirely new translations.

WILL. M. TIPTON,
Translator.

TRANSLATOR'S EXPLANATORY NOTE.

The slip preceding the translation of document A and headed will of Josefa Baca, is simply a memorandum made by claimants referring to a document (Archive No. 94) which is among the Spanish archives of this office. The first portion is a correct copy of a part of the will of Josefa Baca, stating the boundaries of the tract. The memorandum in English in relation to the inventory and appraised value of the *sitio* or ranch is found to agree with the facts as stated in the original.

The slip designated as Doc. D. 1 is not an extract from Archive No. 371, but is a memorandum of certain facts which are set forth in that document as is shown by an examination of it.

Docs. G 2 and G 3 are translations made from Archive No. 122 in this office. The original is on file here, and the translations made from it by claimants are correct.

WILL. M. TIPTON,
Translator.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.:

I hereby certify that the signatures affixed to the foregoing certificate and note are the genuine signatures of Will. M. Tipton, who, at the time of signing the same, was the official translator of this office, and that all his acts as such are entitled to full faith and credit.

In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed at the city of Santa Fé, this 24th day of December, A. D. 1887.

[SEAL.]

GEO. W. JULIAN,
United States Surveyor-General for New Mexico.

E.

Translation of deed from Antonio Baca to the family of Clemente Gutierrez, being an interest in the Pajarito tract.

At San Isidro de Pajarito, on the tenth day of the month of May, of the year one thousand seven hundred and eighty-five, before me, Don Manuel de Arteaga, chief alcalde and war captain of this town of San Felipe de Albuquerque, its jurisdiction and frontiers, personally appeared Don Antonio Baca, whom I certify I know, and he stated that he gave, and in effect did give, in legal sale to the family of Don Clemente Gutierrez, deceased, a piece of land, and interest in the tract, which is comprised within the following boundaries, to wit: From north to south from the arroyo commonly called Los Pocitos as far as the boundary of Los Padillas, and from east to west from the Del Norte River (Rio Grande) as far as the Puerco River, excepting from said tract the part which he should give as their inheritance to his three daughters, who are the following: Doña Bárbara Baca, Doña Polonia Baca, and Doña Maria de la Luz Baca, as also the part which by inheritance from Doña Isabel Baca, sister of the grantor, belongs to her legal heirs; and there is included in the said sale only the part which belonged by inheritance to his two sons, Don Diego Antonio Baca and Don Juan Domingo Baca, on account of these two having made to him a donation of their said properties, in virtue whereof he sold them, there being included also in the said sale two hundred varas more from said boundary of Los Pocitos upward, for the price and sum of one thousand two hundred current dollars of the country; and he acknowledges to have received from said family the said sum to his contentment and perfect satisfaction, with which he admits that he is paid and satisfied, and if it is or may be worth more he makes to him a gift and dona-

tion, pure, simple, perfect, and irrevocable, which the law calls *inter vivos*, concerning which he waives his own right, domicile, and local privileges and the laws of the *no numerata pecunia*, proof and payment of the joint obligation which treats of the half of the fair price, and that of the *Ordenamiento Real* enacted in the Cortes of Alcalá de Henares, which also treats of the half of the fair price of things that are bought and sold; and he immediately relinquishes and surrenders the right of property action and seigniorship that he may have in said interest of lands, and he conveys it [the interest] to the said family of the said Don Clemente Gutierrez, deceased, in order that his children, heirs, and successors may enjoy it; concerning which no suit or claim will be brought against them by said vendor, Don Antonio Baca, nor his children, heirs, nor successors, and that in case they should bring it against them they shall not be heard either in or out of court, and he gives all the authority that is required by law and is necessary to the royal justices of His Majesty of any place whatever, in order that by all the rigor of law they may force and compel him to the fulfillment of this writing as if it were by definitive sentence of a competent judge pronounced upon a matter adjudicated, acquiesced in and not appealed from, and to the guaranty he binds his person and his present and future property, real and personal, and he waives all the laws that may be in his favor and that of *sicutveritrit ed jurisdictionen*.

Thus the said Don Antonio Baca executed it before me, the aforesaid chief alcalde, and my attending witnesses, to which I certify. I act by special authority for lack of a public or royal notary, of which there is none of any kind in this province.

ANTONIO BACA. [Scroll.]

MANUEL DE ARTEGA. [Scroll.]

Attending:

PABLO BEITIA. [Scroll.]

Attending:

ANTONIO VILLEGAS RUIZ. [Scroll.]

Inventoried:

ANZE. [Scroll.]

[Indorsed.] Sale of the lands of Pajarito, made by Don Antonio Baca. Year of [1785].

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., December 20, 1887.

The foregoing on two pages is a full, true, and correct translation, to the best of my knowledge, of the certified copy of an original in Spanish, which copy, designated as Document E, forms a part of document No. 4, claimants exhibit B, on file in this office in the matter of private land claim, file No. 210, in the name of Josefa Baca for the Pajarito tract.

WILL. M. TIPTON,
Translator.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.:

I hereby certify that the signature affixed to the foregoing certificate is the genuine signature of Will. M. Tipton, who at the time of signing the same was the official translator of this office, and that all his acts as such are entitled to full faith and credit.

In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed at the city of Santa Fé, this twentieth day of December, A. D. 1887.

[SEAL.]

GEO. W. JULIAN,
United States Surveyor-General for New Mexico.

G.

Translation of statement of Antonio Baca, made under oath, concerning his ownership of the Pajarito tract.

At this place of San Isidro de Pajarito, in regard to what concerns the said tract, we, four brothers and two sisters, had it by inheritance and through the death of our deceased mother, which tract she left to us that we, the said children, might enjoy it equally; that some years having passed after the death of our deceased mother, all my brothers began to leave the said tract, I purchasing of them all their interests belonging to said tract with the little houses which they had erected thereon; and Isabel, one of the two sisters, having remained living on said tract without building any house but a little room that was on the tract when my mother bought it, I having left the houses

standing that I bought of my brothers [and], she having seen that one of them was vacant, came to ask me to lend it to her to move into. I did lend it to her, and some time having passed that she had been living in it, there was a cottonwood tree in front of the said house where in the summer time we used to enjoy the shade, and a young man having come to inform me that they were cutting down the cottonwood by order of my sister, I went there to prevent the felling of it, which was only on account of some dry branches that it had, to which she replied that she was going to cut it down and I that she was not. She continued with her insolence to me. I became indignant and struck her. Some days having passed she sent me here a message to the effect that I should give her the interest that might fall to her here, that I should give it to her in the upper part, where I had an interest purchased from the owners who lived there, which was in the district of Atrisco. Said part adjoined the tract of Pajarito. I sent word to my said sister to come to see me and it should be as she desired. She immediately came to my house, where I asked her why she wanted to go away, whether it was on account of any [in]convenience which she had suffered there. She said to me it was not on account of what had passed between us, but, on the contrary, because she had her flocks, and for the sake of having more room, but that in making the exchange as she proposed to me I ought to give her four cows with their calves. I replied that I did not hesitate to give them, and that she should immediately send [some one] to receive them. That same afternoon her son-in-law, Tomas Chaves, received them to her perfect satisfaction. She was in such haste to go to where we had made the trade that immediately that afternoon she came to ask me for two carts so that she could move. I lent them to her, and on the following day she moved, where she remained a short time.

Her son-in-law, Tomas Chaves, having got the idea that he wanted to come [to live] beside his parents, who lived in the precinct of Los Padillas, and seeing the solicitude of his mother-in-law thereat he told her that, as she had obtained the interest that she had up above, it might be given to her in the lower part where it adjoined the lands of his father, Francisco Chaves; to which my said sister replied that she would come to see me. She did come to see me worrying very much, for the reason that if she could not obtain that which her son-in-law wished she would be left there alone; to which I said to my sister that if it was nothing more than that, that it was granted to her; but that they should understand that what I gave her yonder was more than what I gave her here; to which she answered me that a piece more or less made no difference to her. I replied that I did not do it on that account, but because I wanted to leave a place for my animals to go down to the water. I gave her as far as the ruins of a house, which is commonly called the little old pueblo (*Pueblito Biejo*); to which she replied that she was contented, and she immediately went away happy in what she had obtained to send [some one] to build a house of logs to move into, as she soon after did move; and she lived about two years (a little more or less), during which time my said sister and Tomas, her son-in-law, were living together until he built a house at Los Padillas; in which, seeing that she was very sick, she sent to call me, in order that as alcalde I should go to draw up her will, which, having done, I made a note that she belonged to the Pajarito tract. This is the truth touching all that has been said; and if it should be necessary I will swear to it before God and the Holy Cross. And in due testimony thereof, at the request of my grandson, Don Lorenzo Gutierrez, I gave this which I sign at the said tract of Pajarito, on the 26th of May, of the year 1792.

ANTONIO BACA. [Scroll.]

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., December 21, 1887.

The foregoing, on two pages, is a full, true, and correct translation, to the best of my knowledge, of the certified copy of an original in Spanish, which copy, designated as "Document C," forms a part of document No. 4, claimant's exhibit B, on file in this office in the matter of private land claim, file No. 210, in the name of Josefa Baca for the Pajarito tract.

WILL. M. TIPTON,
Translator.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.:

I hereby certify that the signature affixed to the foregoing certificate is the genuine signature of Will. M. Tipton, who at the time of signing the same was the official translator of this office, and that all his acts as such are entitled to full faith and credit.

In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed at the city of Santa Fé, this twenty-first day of December, A. D. 1887.

[SEAL.]

GEORGE W. JULIAN,
United States Surveyor-General for New Mexico.

Testimony of witnesses.

In the matter of the investigation of private land claim, file No. 210, in the name of Josefa Baca, for the Sitio de Pajarito tract, evidence was taken at the office of Childers & Jackson, Albuquerque, N. Mex., on the 12th day of December, A. D. 1887, there being present Edward L. Bartlett, attorney for claimants, and Will. M. Tipton, chief clerk and translator of the office of United States surveyor-general of New Mexico, who appeared for the surveyor-general, and also as an interpreter.

JUAN ANTONIO SARRACINO, being first duly sworn according to law, testified as follows:

Examined by EDWARD L. BARTLETT, attorney for claimants:

Q. State your name, age, residence, and occupation.—A. Juan Antonio Sarracino; I am sixty-seven years old, and live at the Bosque of Belin, in Valencia County, and am a farmer by occupation.

Q. Are you acquainted with a place known as the Sitio de Pajarito?—A. Yes, sir; I was born there.

Q. What is that location, what are its boundaries, and who are in possession, if you know?—A. It is located about 8 or 9 miles from Albuquerque, on the other side of the Rio Grande River. Bounded on the south by a monument of rock; on the north by an old house—this was shown me by my father when I was very small—it was the outlines and ruins of a very old house—and on the east by the Rio Grande River, and on the west by the Rio Puerco. There are in possession the Gutierres, Peñas, and Serracinos.

Q. How long did you continue to live at the sitio?—A. I was born there and lived there for about 55 years.

Q. During that time who were in possession of that tract and exercising acts of ownership over it.—A. The persons who exercised ownership over the tract were the Gutierres, the Peñas, and Manuel Rubi, who married into the Guiterres family.

Q. Please state in what manner these parties have possession, and what acts of ownership they exercised over this tract of land?—A. They farmed and cultivated the ground, and I sold some pieces of land as an heir of my father, and these persons also sold some pieces of land.

Q. Is there a settlement of people in the Plaza of Pajarito? And if so, state about how many houses are there.—A. There is a town, but I can not tell how many houses there are.

Q. How long has that town existed?—A. I believe, from papers that my father has, that the town has existed since the year 1766.

Q. You state that the Gutierres, Peñas, and Serracinos had farmed, cultivated, and lived upon this land; state what other acts of ownership they have exercised upon it, if any, in the way of building houses, pasturing, or of fencing.—A. They built houses, used the land for pasture, and also built fences.

Q. State whether they set out any vineyards or orchards on this tract.—A. Don Lorenzo Gutierres planted a vineyard and orchard, and I saw it in the possession of Juan Gutierres, a son of Don Lorenzo Gutierres.

Q. State if you know if any of these families had built a chapel for a place of worship for these people, and if so, when was it built and by whom.—A. The chapel was built by Capt. Antonio Baca, a great-great-grandfather of mine, but can not tell when. I saw it in ruins when I was quite young.

Q. Has any person except the families you have named or those claiming under them exercised any right of ownership upon this tract or made any claim to own any part of it within your recollection?—A. No other persons as I know of have exercised acts of ownership, except the families named and those claiming under them. Recently I have learned that some people claim title to a portion of it through one Chavela.

Q. What is the distance from the north to the south boundary of this sitio?—A. I can not state positively; it may be 6 miles, perhaps less. I know the boundaries, but I don't know the distance as I don't know what a mile is.

Q. Do you know under whom the families you have named claim title? If so, state.—A. Under Capt. Antonio Baca.

Q. Do you know under whom Capt. Antonio Baca claimed title to the sitio?—A. I do not.

Q. How far back from the Rio del Norte are lands cultivated on the sitio towards the west?—A. To the edge of the hills, about 3,000 varas.

Q. What purpose is the land west of the portion cultivated used for?—A. It is used for pasturing purposes.

Cross-examination by WILL. M. TIPTON on behalf of the surveyor-general:

Q. How many families were living at Pajarito when you first remember the place?—

A. There was Francisco Sarracino, my father, my uncle Juan Gutierrez, my uncle Lorenzo Peña, my uncle Manuel Rubi; these were the only persons who were owners of property, the rest who lived there were laborers in their employ.

Q. How many families of laborers were there?—A. About eighteen families.

Q. How many years is it since you lived at Pajarito?—A. Thirteen years.

Q. How many families were living there at that time?—A. There were more than when I first knew the place, but I can't positively state how many.

Q. Do you think there were fifty families living there when you left?—A. I think there were less.

Q. Where did you go to live when you left Pajarito?—A. At Los Quelites, on the Rio Puerco.

Q. How long did you live in Los Quelites?—A. I lived there about six years and then went to the Rio Colorado, over towards the Navajo country. I was there about one year and then went to the Bosque of Belen, where I have since lived.

Q. Have you returned to Pajarito at any time within the last thirteen years?—A. I have been there frequently in that time.

Q. Do you know how many families are now living at Pajarito?—A. I do not. I think there are more than when I left there.

Q. Do you know how many families now living at Pajarito claim to be owners of land in the Pajarito tract?—A. I think four or five families are living there who claim title, but have no title.

Q. I want to know how many families now living at Pajarito claim their title under the Antonio Baca you have mentioned in the evidence in the case.—A. I Juan Antonio Sarracino, Julianita Gutierrez, Don Tomas Gutierrez, Juan Chaves, Ramon Ortiz, and five sons of my brother Francisco Sarracino, whose names I do not recollect, and an American named Julian. Also José Padilla, who purchased of one of the heirs of the Peñas. There are many others living there who have purchased land whose names I do not recollect.

Q. How many leagues is it from the north to the south boundary of the Pajarito tract?—A. About 2, I think.

Q. How far is it from the Rio Grande to the Rio Puerco?—A. About 5 leagues.

Q. How much of the land between the Rio Grande and the foot of the hills, west of the river, is cultivated?—A. I think there is less cultivated than there is uncultivated. In some places the cultivated land extends from the river to the hills; in other places it does not.

Q. What do you know about this title of Chavela?—A. I know that my father told me that Nana Chavela had 700 varas of land south of the stones I referred to as marking the south boundary of this tract.

Q. Is there any one to your knowledge living within the boundaries of the Pajarito tract, as you have given them, who claims title to any portion of the said tract under the Government of the United States?—A. I have been told that José Chaves, Rafael Chaves, Mariano Chaves claimed title within the boundaries I have mentioned under the Government of the United States, claiming that the land is public land.

Q. Do you know how much land these parties claim?—A. No, sir.

Re-direct examination by EDWARD L. BARTLETT:

Q. Do you remember the time of the American war with Mexico and the treaty of Guadalupe Hidalgo, concluded between the two nations in the year 1848?—A. I do.

Q. Where were you living at that time?—A. In Pajarito.

Q. At that time who had possession and claimed title and exercised acts of ownership over the sitio?—A. Juan Gutierrez, Don Francisco Sarracino, Lorenzo Peña, and Rafael Peña.

Q. How long before that time had these families so occupied and claimed this sitio?—A. Since they were born.

Q. State if you know whether the present occupants and claimant of whom you have mentioned as now living at Pajarito are the heirs and descendants of the three families you have just named.—A. They are such.

Q. Is there a main acequia taken out for Pajarito; if so, state its length and size and who built and kept it up, if you know?—A. There is. It runs from the ranchos to Pajarito, and it is about four varas in width. Don Juan Gutierrez built the acequia when I was very small. Don Juan Gutierrez gave it to my father and Manuel Rubi, and they have worked it. The acequia runs from the north boundary of the tract through the town.

JUAN A. SARRACINO.

Subscribed and sworn to before me this 12th day of December, A. D. 1887.

E. W. DOBSON,
Notary Public.

MATEO PEÑA, a witness produced and sworn according to law, testified as follows:

Direct examination by General EDWARD L. BARTLETT:

Q. State your name, age, residence, and occupation.—A. Mateo Peña; reside at Pajarito; age, seventy-seven years; and am a farmer by occupation.

Q. How long have you lived at Pajarito?—A. Forty years.

Q. Do you know the tract called the Sitio of Pajarito? And if so, state its location and gives its boundaries.—A. I do. It is located south of Albuquerque, on the west side of the Rio Grande River, and about 4 miles from Albuquerque. It is bounded on the north by Los Pocitos; on the south by certain rocks; on the west by the Rio Puerco, and on the east by the Rio Grande.

Q. Did you go to live at Pajarito before or after the treaty of peace of Guadalupe Hidalgo between the United States and Mexico?—A. I do not recollect.

Q. At the time that you went upon this tract, who was living upon it, exercising acts of ownership, dominion over it, and claiming the title thereto?—A. Don Lorenzo Gutierrez, Manuel Rubi de Celi, Mariano de la Peña, Francisco Sarracino, who are the persons as I recollect who were exercising ownership over the land.

Q. State in what manner they exercised their ownership, what acts of ownership they performed.—A. They farmed, broke and opened up lands and sowed it.

Q. Who are in possession of that tract, occupying and exercising acts of ownership over it now?—A. Tomas Gutierrez, Francisco Peña, Francisco Sarracino, Ramon Ortiz.

Q. State if you know whether these parties you have named and are now in possession are descendants and heirs and representatives of those who were in possession forty years ago, when you first went there.—A. They are.

Q. State, if you know, from whom these parties claimed to derive their title.—A. I do not know.

Q. During the forty years that you have known this tract, has any person claimed it adversely, or contested the ownership of the persons whom you have named to any part of it?—A. I do not know that anybody has made any claim to it.

Q. State if there is a settlement or plaza at Pajarito, and if so, about how many families are living there now.—A. There is a town, but I can not state how many families.

Q. State whether it is now larger or smaller than when you went there.—A. It is a great deal larger now. A great many people have come there since that time.

Q. How did the people that came there get their lands?—A. They came there and settled, but I do not know how they got the land.

Q. How did you get your land?—A. I came by my land through a brother of mine, Bartolo Peña, who was the husband of Lorenza Gutierrez.

Q. When did your brother die?—A. About twenty years ago.

Q. Then you moved to Pajarito before your brother's death?—A. Yes, sir.

Q. Do you know of any chapel being built in Pajarito, and if so, by whom was it erected?—A. Yes, there is a chapel, and Don Manuel Rubi built it.

Q. Do you know who built the Acequia Madre of Pajarito?—A. Yes; Don Juan Gutierrez.

Q. State about when the acequia was built, and its size and length.—A. I do not know when it was built. It is about 4 varas in width, and commences on the north, near Ranchos de Atrisco, and runs to the south of Pajarito, opposite the house of one Nestor Castillo.

Q. Was this acequia built before you came there?—A. It was already built when I came to Pajarito.

Q. How far is it from the south boundary of the plaza of Pajarito to the south boundary of the sitio?—A. About a mile.

Q. What is the distance from the north to the south boundary of the sitio?—A. In my judgment it is between 4 and 6 miles.

Q. What is the distance across the sitio from east to west?—A. I do not know.

Q. How far back from the river Del Norte towards the west are lands cultivated?—A. For some 2 or 3 miles.

Q. What purpose is the rest of the land west of that which is cultivated used for?—A. For pasture.

Q. How much land do you claim in this sitio under your brother?—A. I have no specific land now; I received about 1,000 yards as heir of my brother, which land I turned over to Don Juan Gutierrez in payment of a debt. But I claim an interest in the sitio as one of the heirs of Bartolo Peña and the Gutierrez family.

Q. Do you know of any orchards or vineyards having been planted on this sitio; if so, when and by whom were they set out?—A. I do not recollect.

Cross-examined by WILL M. TIPTON, for and on behalf of the surveyor-general:

Q. What are these pocitos which you have mentioned as the north boundary of the

tract?—A. The pocitos were ponds, and although there is no permanent water, they still exist as excavations.

Q. How far and in what direction are those pocitos from Atrisco?—A. They are south of Atrisco, but I don't know how far.

Q. What proportion of the land between the Rio Grande and the hills is cultivated?—A. More than half is cultivated.

Q. How do you know that Don Juan Gutierrez built the Acequia Madre?—A. Because he told me that he built it.

Re-direct examination by General EDWARD L. BARTLETT:

Q. Do you know Lorenzo Gutierrez, Juana Gutierrez, and Mariano de la Peña?—A. I do.

Q. Where did you know them and are they now living?—A. I knew them in Pajarito; they are not alive now.

Q. Were they living there when you went to Pajarito?—A. They were.

Q. State when each of them died, if you know.—A. I do not recollect.

Q. Who succeeded to their houses and possessions in Pajarito?—A. Their children.

Q. Do they occupy this property now?—A. Yes, sir.

Q. Is there any person that you know of claiming title or possession of any portion of the Sitio of Pajarito, except the heirs and descendants of the Gutierrez, Peña, and Sarracino families, or those claiming under them?—A. I do not know of any.

MATEO PEÑA.

Subscribed and sworn to before me this 12th day of December, A. D. 1887.

[SEAL.]

E. W. DOBSON,
Notary Public.

JUAN BAZAN, another witness produced and sworn according to law, testified as follows:

Examined by EDWARD I. BARTLETT:

Q. State your name, age, residence, and occupation.—A. Juan Bazan, aged sixty years; I live in the town of Alameda, in the county of Bernalillo, and am a farmer by occupation.

Q. Are you acquainted with the place known as the Sitio of Pajarito, and how long have you known it?—A. I know the Sitio of Pajarito ever since I can remember.

Q. Where is it located and what are its boundaries?—A. It is located on the west side of the Rio Grande River, about 4 or 5 miles south of the town of Albuquerque, and I do not know its boundaries.

Q. Did you live there?—A. I did.

Q. Between what times?—A. I lived in Pajarito from the year 1827 until 1841. I was born in Pajarito.

Q. During that time who were in possession, occupation, and exercising rights of ownership over this tract of land?—A. The Gutierrez, Peñas, Rubis, and Sarracinos.

Q. In what manner did they assert ownership, and in what manner did they exercise their rights?—A. They built houses and fences on the land, planted orchards, and cultivated the land.

Q. Have you been there since you left in 1841; and, if so, when were you there last?—A. The last time I was there is about three years ago, and I have been there several times since 1841.

Q. At that time who was in possession and exercising ownership over this land?—A. The Gutierrezes and some members of their families, the Peñas, and Sarracinos.

Q. During the time that you have known this land have you known any one to claim title or exercise acts of ownership over any portion of it except the families you have named or those claiming under them?—A. I have not.

Q. Do you know from whom these persons claim their title? If so, please state.—A. From the Gutierrezes. I don't know where the Gutierrezes got their title.

Q. Do you know who took out the Acequia Madre of Pajarito? And if so state.—A. A Gutierrez—one of the Gutierrez family.

Q. Do you know when it was built?—A. When I can first remember it was there and already built.

Q. How much of the sitio does it cover, where was it taken out, and where does it go to?—A. About two miles and a half. The mouth of the acequia is about Ranchos de Atrisco; I mean where the water is taken out of the river. It is about three miles from where it takes the water from the river to where it ends.

Q. How far from the river are the lands cultivated?—A. I can not state in regard to that, because I do not go there often enough.

Cross-examination of JUAN BAZAN by WILL. M. TIPTON, for and on behalf of the surveyor-general:

Q. Do you know the north boundary of the Pajarito tract?—A. I know a place called La Casa Vieja, which was said by the Gutierres to be the north boundary.

Q. Do you know the south boundary?—A. I saw some hills that were said by the Gutierres to be the south boundary, but I saw nothing to indicate that they were the boundary; they were near Los Padillas.

Q. What kind of hills were those you refer to?—A. They were sand hills, which were drifted and moved from place to place by the winds.

Q. How far are they from the town of Pajarito, and in what direction?—A. They are about a mile, more or less, south of Pajarito.

Q. When were these hills first pointed out to you as the southern boundary of the tract?—A. While I was living in Pajarito.

Q. Are those hills now in the same place they were when you first knew them?—A. I have not noticed whether they are or not. They are hills that are moved about by the winds.

Q. Do you know what the eastern boundary of the tract is?—A. I don't know. I saw the land cultivated as far as the river, but I don't know whether the river is the boundary or whether the tract extends east of the river.

Q. How far do you think it is from the river to the hills?—A. I think it is a little more than two miles.

Q. What proportion of the land between the river and the hills is cultivated?—A. It appears to me that if one-half of the land between the river and the hills is not cultivated it is very nearly one-half.

Q. Do you know what is the western boundary of the tract?—A. I do not know. I don't know whether the tract extends to the Rio Puerco or not.

Re-direct examination by EDWARD L. BARTLETT, Esq.:

Q. Do you know a place on this tract of land called Los Pocitos? And if so state how far it is from Casa Vieja.—A. I do. I know the place. It is about 1,700 varas south of Casa Vieja.

Q. In what condition was this Casa Vieja when you first knew it as to being in repair?—A. I first saw this casa in ruins in 1841. I do not know who built it.

JUAN BAZAN.

Subscribed and sworn to before me this 12th day of December, A. D. 1887.

[SEAL.]

E. W. DOBSON,
Notary Public.

In the matter of the investigation of private land claim file No. 210, in the name of Josefa Baca for the Sitio de Pajarito tract, evidence was continued to be taken at the office of Childers & Jackson, in Albuquerque, N. Mex., on the 13th day of December, A. D. 1887, there being present Edward L. Bartlett, attorney for claimants, and Will. M. Tipton, chief clerk and translator of the office of U. S. surveyor-general of New Mexico, who appeared for the surveyor-general, and also as interpreter.

WILLIAM H. H. METZGAR, being first duly sworn according to law, testified as follows:

Examined by EDWARD L. BARTLETT, attorney for claimants:

Q. State your name, age, residence, and occupation.—A. William H. H. Metzgar; age fifty-five; place of residence, Pajarito, Bernalillo County, N. Mex.; occupation at present, a farmer.

Q. How long have you resided in Pajarito?—A. Thirty-four years and months.

Q. How far is the sitio of Pajarito from here, and in what direction?—A. About 8 miles south, a little west of south, on the west side of the river.

Q. Are you acquainted with the boundaries of the sitio of Pajarito?—A. It is bounded on the north by an arroyo, or gulch, called the dry gulch of Bosquecito de Santa Barbara, on the south by a monument of malpais rock, east to west from river to river, Rio Grande and Rio Puerco.

Q. Is this northern boundary which you call the Bosquecito de Santa Barbara known by any other name? And if so, state what it is.—A. Not to my knowledge; I may have heard other names for it, but don't recollect now.

Q. Do you know a locality now on this sitio known as Los Pocitos?—A. I do; I know a place called Los Pocitos; I made a mistake, I should have said Los Pocitos instead of Bosquecito.

Q. Do you know a locality called the Casa Vieja?—A. Yes, sir; I do.

Q. Please state where that is with reference to the Los Pocitos?—A. It is north of the Los Pocitos.

Q. About how far?—A. The south line I believe commences about 500 yards north of Los Pocitos.

Q. What is the distance across this sitio of Pajarito from north to south?—A. Between 2 and 3 miles.

Q. What is the distance from east to west?—A. In the neighborhood of 15 miles.

Q. How far back from the river, toward the west, are the lands cultivated on the sitio?—A. About one mile and a half in places.

Q. When you went upon this tract of land who were in possession claiming title and exercising acts of ownership over it?—A. Don Juan Gutierrez, Don Francisco Sarracino Don Francisco Chaves 1st, and the Peña family.

Q. State in what manner and by what acts they exercised their ownership and how they asserted title to this tract of land.—A. At that time peonage was practiced, and these gentlemen cultivated this land with their peons. Afterwards, that is after peonage was annulled, they gave these lands out on shares to those that were formerly peons.

Q. What improvements of a permanent character were made by them upon this land?—A. By building fences, cultivating the soil, setting out trees, building houses and corrals and water ditches.

Q. Was there a plaza and town at Pajarito when you went there. And if so, state about how many houses.—A. Yes, sir; there was a plaza and probably sixty buildings. These gentlemen whom I have named as owning this land had many servants and peons, who lived in small houses grouped about the large ones of the owners, and the whole town was much more compact at that time in order to mutually protect themselves against the incursions of the Navajo Indians.

Q. Have you lived at that place continuously since you first went there?—A. I have lived there continuously since I went there in 1853.

Q. Who are now occupying those lands and asserting title to them in the sitio of Pajarito?—A. The heirs of the said gentlemen that I have mentioned, and others that have bought small parcels from them, and some few that have been permitted to stay there by the heirs.

Q. Do you own property there; and if so, how did you obtain it?—A. I do own property that I bought through the family of Gutierrez. I bought it from Captain Hubbell and his wife Juliana Gutierrez.

Q. During the time that you have been there, have you known the title of the gentlemen named by you as the proprietors to be disputed by any person, or their possession of any part of this tract to be interfered with?—A. No, sir; not until this last year, when José Chaves and his son Adolpho took up a quarter section of land, claiming it to be Government land. This is the first and only question of ownership that I know of adverse to the claimants whom I have named.

Q. How far is this quarter section located on by Adolpho Chaves from the river?—A. It is about a mile more or less, west.

Q. You say that this land is cultivated about a mile and a half west from the Rio Grande, in places; now for what purpose is the remainder of the tract used for?—A. For pasture land.

Q. Did the families named by you as being the owners of this sitio possess animals? If so, state what class and how many.—A. They did. They owned cattle, horses, mules, and sheep and goats. I can not state exactly how many, but the sheep by thousands, and the cattle and horses by hundreds.

Q. Do the present owners and claimants of this sitio possess animals of the classes named by you; and if so, in what numbers?—A. They do, but in very small numbers.

Q. Do you know from whom the Gutierrez and the other families whom you have mentioned claim their title?—A. Not of my own personal knowledge.

Q. What knowledge have you? Please state what it is.—A. Through conversations with the late Don Juan Gutierrez, Don Francisco Sarracino, and Don Francisco Chaves 1st, and the late Don Rafael and Don Lorenzo Peña; they told me that it came through the Baca family, the Captain Don Antonio Baca, from him to one Don Clemente Gutierrez, who married a daughter of said Captain Antonio Baca.

Q. Are you familiar with all parts of this sitio, by riding or walking over the same?—A. Yes, sir; I am.

Q. State if any mineral of any kind existed on this tract, to your knowledge.—A. Not unless you call gypsum and lime mineral. It has never been discovered in large quantities.

Q. For what purpose is this land best adapted? What is its character as to being agricultural, pastoral, or timber?—A. I should judge that about one-fourth is fit for agriculture, about one-eighth of it is timber, some cedar and cottonwood, and the balance is pasture land.

Q. I believe you stated that Don Juan Gutierrez was living and one of the owners of this land when you went there in 1853.—A. I did state so.

Q. Do you know when he died and who are his heirs? If so, please name them.—A. I remember when he died. I think it was some time about the year 1877, but I don't remember exactly. As to his heirs, I am well acquainted with them. Their names are Don Anite Gutierrez, Don Roman Gutierrez, Don Francisco Gutierrez, Julianita Gutierrez, Don Tomas Gutierrez.

Q. Do you remember when Don Francisco Sarracino died? If so, state when.—A. I remember when he died, but don't recollect the exact date. It was in either 1860 or 1861, to the best of my recollection.

Q. Do you know his heirs? If so, state their names.—A. I know some of them—Juan Antonio Sarracino, Clemente Sarracino, Guadalupe Sarracino, Mariano Sarracino, José Sarracino, and Francisco Sarracino, 2d.

Q. Do you remember when Don Francisco Chaves died? If so, state when.—A. About the year 1878.

Q. Do you know his heirs? If so, name them.—A. Rafael Chaves y Peña, Juan Chaves y Peña, Prudencia Chaves y Peña.

Q. Who was the head of the Peña family at the time you went to this place?—A. Lorenza Peña and Rafael Peña. They were brothers. There was also one Mateo Peña, whose relationship I do not know.

Q. Are they living or dead?—A. The brothers are dead, but Mateo Peña is living.

Q. State, if you know, the heirs of these brothers; and, if so, what are their names?—A. I know the heirs of Lorenzo Peña, who are Francisco Peña, Ygnacio Peña, Refugia Peña. I do not know whether Rafael Peña had any children by his wife or not, as he went to Sebolita.

Q. State, if you know, through whom and by what family the Peñas, Sarracinos, and Chaveses, whom you have named, claim ownership and title to this land.—A. Through intermarriage with the Gutierrez family.

Cross-examined by WILL. M. TIPTON for and on behalf of the surveyor-general:

Q. In what way did you learn that the places that you have mentioned as being the boundaries of the Pajarito tract were the boundaries of that tract?—A. By riding, walking, and the same being pointed out to me by the parties I have mentioned at different times.

Q. How far is it from the Rio Grande to the hills on the west side of the valley? I mean to the foot of the hills.—A. Three miles, more or less.

Q. What portion of the land between the Rio Grande and the foot of the hills is susceptible of cultivation?—A. About four-fifths.

Q. What part of this four-fifths is now cultivated?—A. As near as I can judge about one-half. I mean that about one-half of it is under fence or cultivated.

Q. Were you ever at Pajarito before you went there to live?—A. Yes, sir.

Q. When were you first there?—A. In the year 1851.

Q. At that time were there more or fewer families living there than in 1853?—A. I could not say, because I was not acquainted.

Q. What would be your opinion about it judging from the settlement?—A. About the same number.

Q. Give a description of this place called Los Pocitos.—A. It is a tract of flat land that runs from the main river to the old river bed. By digging holes 3 or 4 feet you can get water, and I suppose that this is the reason that it is so called; and the Spanish words "Los Pocitos" mean "small holes." When I went there in 1853, and from that time, in the lambing time, parties would lamb their sheep there, and dig these holes to supply the camp with water from them.

Q. What is this place known as the Casa Vieja?—A. Well, it is a tract of land that when I went to Pajarito was cultivated more or less by Don Juan Gutierrez and Don Clemente Sarracino, and had one good-sized house upon it, which they called the Casa Vieja in Spanish, which in English means the "old house." How long it had been there I do not know. Don Juan Gutierrez had servants living in it. One of these servants of Don Juan Gutierrez is still living, and his name is Jose Rafael Jaramillo.

Q. Is this old house still existing?—A. No, sir; the river washed it away, but there are others built on the same tract, only further west. These houses are inhabited by tenants of Juliana Gutierrez de Hubbell.

Q. At the time you first saw this house known as the Casa Vieja, was there any other house or ruins of a house near it?—A. Yes, sir; one small building, which still stands.

Q. Is this small building still in use?—A. It was last year, but not this.

Q. Were there or were there not any ruins of a house or houses in the vicinity of the Casa Vieja at the time you first knew it?—A. Not to my knowledge.

Q. Did you ever hear it claimed by any one that the Casa Vieja was the north boundary of the Sitio de Pajarito?—A. I don't know as I ever heard it claimed so.

Q. Is the old bed of the river, to which you have referred, east or west of the present bed of the river?—A. West, about $2\frac{1}{2}$ miles.

Q. Do you know when the river changed its course from the old to the new bed?—A. No, sir; I do not; but it is a matter of tradition; but it did run there in 1864, a portion of it. By hard labor we put it back to its place.

Q. How far is the monument of Malpais rock which you have named as the south boundary from the town of Pajarito?—A. It is about three-quarters of a mile from the lower end of the town; that is, from the south of the town.

Q. How large is the monument?—A. I do not know whether the monument is there or not. I have not seen it for two or three years, and do not know whether it is covered with sand or carried away.

Q. How large was it when you last saw it?—A. About half a wagon-load.

Re-direct examination by EDWARD L. BARTLETT:

Q. Do you know when and by whom this monument was erected?—A. No, sir; I do not; it was there when I came.

Q. What is meant and understood by the people in that community by the Casa Vieja; did that term apply solely to that old house itself?—A. I have always understood that it meant the whole thing—the land, house, and all.

Q. How much land is there in the Casa Vieja tract, and where does it lie with reference to the Sitio de Pajarito?—A. It is a strip, as I have understood, belonging to five different parties of 580 varas each, and it lies north of the town of Pajarito.

Q. Have you known this sitio of Pajarito to be called by any other name by the residents there?—A. No, sir.

Q. Was it ever known and called by the people there the lands of Captain Baca or Antonio Baca?—A. Not to my knowledge, except by tradition. By tradition it was called the ranch of Captain Baca.

WM. H. H. METZGAR.

Subscribed and sworn to before me this 13th day of December, A. D. 1887.

[SEAL.]

E. W. DOBSON,
Notary Public.

TOMAS C. GUTIERRES, another witness, being first duly sworn according to law, testified as follows:

Examined by EDWARD L. BARTLETT, attorney for claimants:

Q. State your name, age, residence, and occupation.—A. Tomas C. Gutierrez; age, forty-six years; place of residence, Los Griegos, and by occupation a stock-raiser.

Q. Are you acquainted with the Sitio of Pajarito; if so, how long have you known it, and what is its location with reference to Albuquerque?—A. I have known it since I can remember, and it is located on the west side of the Rio Grande about 8 miles south of Albuquerque.

Q. Do you know the boundaries of the Sitio of Pajarito? And, if so, please state them.—A. I do. It is bounded on the north by Los Pocitos, on the south by Malpais rocks, on the east by the Rio Grande, and on the west by the Rio Puerco.

Q. How did you come to know these boundaries?—A. They were shown to me by my father, Juan Gutierrez, Francisco Sarracino, and others.

Q. What is the distance from north to south across this Sitio?—A. I should judge about $2\frac{1}{2}$ miles.

Q. And what is the distance from east to west?—A. About 14 miles.

Q. When did you first begin to live at Pajarito, and how long did you continue to reside there?—A. I was about one year old, so my father and mother told me, when they moved from Socorro to Pajarito, and I lived there for ten consecutive years. When I was about eleven years old I went to Saint Louis to school and was in school for about five years, when I returned to Pajarito, and remained with my parents there for about a year. My parents lived there and remained until their deaths; my father died in the year 1875 and my mother died in the year 1877, respectively.

Q. Who was in possession, occupation, and claiming the ownership of this tract of land when you first recollect it?—A. My father, Juan Gutierrez-Francisco, Sarracino-Manuel Rubi, Lorenzo Peña, Rafael Peña; those were the principal owners at that time.

Q. State if you know through whom the Sarracinos, Chaves, Rubi, and the Peñas claimed ownership of this tract?—A. By their marriage with the daughters of Don Clemente Gutierrez.

Q. Through whom did Don Juan Gutierrez claim title and ownership of this tract?—A. Through his father, Lorenzo Gutierrez, son of Clemente Gutierrez.

Q. Do you know from whom Clemente Gutierrez claimed title to this tract of land?—A. I know it by tradition and family records. Clemente Gutierrez's wife was Apolonia

Baca; she inherited from her father, Capt. Ant. Baca, the Sitio of Pajarito, or a part of it, and a part she bought. She inherited one-fifth and the rest of the four-fifths she bought from Capt. Ant. Baca, her father. After the death of Clemente Gutierrez, Capt. Ant. Baca made a deed for the Sitio of Pajarito with the exception of the portion of the Sitio inherited by his sister Isabella Baca. This deed was made to the estate of Clemente Gutierrez after his death.

Q. Where are those deeds and records which you speak of?—A. They are filed in the office of the surveyor-general of New Mexico, with this claim.

Q. State in what manner the families you have named exercised ownership over this tract of land, and how they asserted their title?—A. By building houses, farming, fencing, and pasturing their stock.

Q. Do any members of your father, Juan Gutierrez's family, reside at Pajarito?—A. One daughter, my sister, with her children.

Q. Who are now in possession and exercising acts of ownership over this land?—A. The Gutierreses, Chaveses, Ortiz's, Sarracinos; those are the principal persons.

Q. Who are they, from whom and by what title do they hold?—A. They are the heirs and representatives of Josefa Baca. They hold their title through the Gutierreses up to Josefa Baca and Antonio Baca.

Q. How long since you ceased to reside at Pajarito?—A. Since the year 1862. I came to live at Albuquerque, and two years afterwards I moved to Los Griegos, where I have lived up to this time.

Q. How often have you been to the Sitio of Pajarito since that time?—A. Very often, two or three times a month since that time, for the purpose of seeing my father and mother and other relations.

Q. During that time and up to this present time, have you known or heard of any person claiming this tract or any part of it adversely to the persons whom you have named?—A. Yes, sir; Adolph Chaves, and the Atlantic and Pacific Railroad Company claim under the Government, and these claims were made during the past year.

Q. What is the name of your sister who resides at Pajarito with her children?—A. Juliana Gutierrez de Hubbell, widow of Santiago Hubbell.

Q. Is this Sitio of Pajarito known or called by any other name? If so, please state.—A. It has also been called the ranch of Captain Antonio Baca.

Q. Does the Casa Vieja testified to by former witnesses, mean merely "the old house," or does it include something else? Please state fully what it means.—A. It means the tract of land as well as the house on which it is located.

Q. How large is the Casa Vieja, and where is it located with reference to Pajarito?—A. The Casa Vieja is about $1\frac{3}{4}$ miles from north to south, and it is on the north of the Sitio of Pajarito. The north boundary-line of the Pajarito tract, Los Pocitos, is the south boundary of the Casa Vieja.

Q. Do you know of any mineral on this Pajarito tract of land?—A. I do not know.

Q. Are you familiar with this whole tract of land by personal examination?—A. Yes, sir; I am.

Q. What is its character as to being agricultural, pastoral, timber, or mineral land, and what is the proportion of each?—A. From the river to the foot of the hills it is about $2\frac{1}{2}$ miles, I mean the Rio Grande River, and is agricultural land. From the hills to the Rio Puerco it is pastoral land, there being no water on the plains. There is about one-fifth of it in scrub cedars and little cottonwoods on the edge of the Rio Puerco. There is no mineral to my knowledge.

Q. Were the Malpais rocks that you speak of as the south boundary a natural landmark or placed there by some person?—A. My information as to this is that they were placed there, but I can not say by whom, but I do know that it is not a natural formation of rock, as it is in a sandy place.

Q. How far is this from the south boundary of the town?—A. About three-quarters of a mile from the lowest house.

Q. Over what extent does the town spread from north to south? That is, give the distance from the northernmost house of the plaza to the most southern.—A. I should say about $1\frac{1}{2}$ miles.

Q. Is there an acequia on the east end of this tract? And if so describe it, and by whom it was constructed; state in regard to its length.—A. The acequia is about 3 miles long, being taken from the river near Ranchos de Atrisco, and emptying into the river the last house on the Pajarito tract.

Q. How much of this land does this acequia irrigate?—A. It irrigates about half of the land in the Pajarito tract that is cultivated; I mean that half the land is cultivated between the river and the hills, and this acequia is sufficient to irrigate all of the cultivated lands. Don Juan Gutierrez, my father, informed me that he built this acequia himself.

Q. How many inhabitants are there now on this Pajarito tract?—A. There are about 300 souls—men, women, and children.

Q. Under whom and by what right do they claim to be there?—A. They claim as heirs, and some claim by purchase from the Sarracinos and Gutierreses.

(Witness is here shown paper which he swears is the original will and testament of Barbara Chaves de Gutierres, his mother, executed on the 17th day of July, 1876, and admitted to probate December 23, 1876, which is filed with his testimony as Exhibit A. Also, a translation of the same, sworn to by him as correct, and filed as Exhibit B, as a part of testimony. Also, the assignment of the legacy to him under such will, approved by the probate judge on the 5th day of March, 1877, which is filed as Exhibit C, with his testimony, and made a part thereof. Also, a translation of the same, sworn to by the witness as a true and correct translation, and filed as Exhibit D, and made a part of his testimony.)

Cross-examined by WILL. M. TIPTON:

Q. For what purpose is the land in the Pajarito tract which is not cultivated used?—A. Part of it is for cutting hay, and part of it for pasture.

Q. Who uses it for those purposes?—A. The Gutierreses use a part of it, the Peñas, Sarracinos, Ortizs, and the Chaveses use it.

Q. Have not other persons than those claiming to be the owners of the Pajarito tract used it for pasturing their animals?—A. By permission of those that are heirs and claimants they have so used it.

Q. Has no one pastured their animals upon the tract without the permission of the owners?—A. They have, but as soon as they were found out they were run off.

TOMAS C. GUTIERRES.

Subscribed and sworn to before me this 13th day of December, A. D. 1887.

[SEAL.]

E. W. DOBSON,
Notary Public.

EXHIBIT A.

Will of Barbara Chaves de Gutierres.

En el nombre de Dios. Amen.

Yo Barbara Chaves de Gutierres, del condado de Bernalillo y Territorio de Nuevo Mejico, estando en sano y entero juicio, memoria y entendimiento, hago y publico esta mi ultima dispocision y testamento en la manera y forma como sigue:

Y primero, yo mando que mi cuerpo sea enterrado segun las ceremonias de la Santa Iglesia Catolica, Apostolica y Romana, y que mi funeral sea conducido segun mi estado y situacion durante la vida.

Item. A mi hijo Ana Maria Gutierres de ———, le dejo todo el terreno que esta roto y situado en el sitio de Pajarito, con todas las casas y los muebles de la casa que ha sido my residencia. Y tambien la casa de la difunta Mariana Sarracino y situada en Albuquerque; tambien mulas, carros y reces que se hallen en mi posesion al tiempo de mi muerte.

Item. A mi hijo Roman Gutierres le dejo todo el terreno de los Padillas.

Item. A mi hija Juliana Gutierres de Hubbell le dejo todo el terreno de la casa vieja que a mi pertenece, menos la parte que era del difunto Francisco Sarracino, y tambien los terrenos de la Vega del Monte.

Item. A mi hijo Tomas Gutierres le dejo la parte de la casa vieja que fue comprada de Juan Antonio Sarracino, y tambien la casa de Albuquerque que era de Rafael Armijo, con el terreno.

Item. Las demas propiedades que sean igualmente divididas entre mis hijos e hijas. Tales propiedades como son o sean, a decir, la Mercedes de Valverde, Juan Tafoya, &c.

Y constituyo y nombro a Tomas C. Gutierres y Santiago F. Hubbell ejecutores de este mi ultima dispocion. y testamto.

En testimonio de lo cual yo Barbara Chaves de Gutierres, la testadora, be a este mi testamento, escrito en dos paginas de papel, puesto mi mano y sello, este dia 17 de Julio, A. D. 1876.

BARBARA CHAVES DE GUTIERRES.

Firmado, sellado y publicado y declarado por la dicha Barbara Chaves de Gutierres como y por su ultima dispocision y testamento en la presencia de nosotros, los cuales hemos subscritos nuestros nombres a su solicitud como testigos a ello, en la presencia de la dicha testadora y en la de cada uno de nosotros.

ANDRES CHAVES.
JUAN CHAVES.
MASEDONIO CHABES.

TERRITORIO DE NUEVO MEJICO,

Condado de Bernalillo:

Por estas presentes certifico que el antecedente testamento lo enregistré hoy este día 26 de Diciembre, A. D. 1876, en el Libro de Testamentos del Condado, fojas 303 y 304.

En testimonio de lo cual vease el sello de la Corte de Pruebas, hoy en mi oficina, en Albuquerque, 26 de Diciembre, A. D. 1876.

[SELLO.]

SANTIAGO BACA,
Escribano.

(Indorsed:) Testamento de Barbara Chaves de Gutierrez.

Este testamento está aprobado por esta corte, y orden es dado al escribano de la Corte de Pruebas de conseder letras credenciales á Tomas C. Gutierrez. Bernalillo, N. M., Diciembre 23 de 1876.

M. S. OSTERO,
Juez de Pruebas.

Exhibit A to the testimony of Tomas C. Gutierrez.—E. W. D.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.

I hereby certify that the foregoing on four pages is a full, true, and correct copy of the original on four pages, which was left temporarily in this office for use in the examination of title in the matter of private land-claim file No. 210, the Sitio de Pajarito.

GEO. W. JULIAN,
United States Surveyor-General for New Mexico.

EXHIBIT A.

Translation of will of Barbara Chaves de Gutierrez.

In the name of God. Amen!

I, Bárbara Chaves de Gutierrez, of the county of Bernalillo and Territory of New Mexico, being of sound and perfect mind, memory, and understanding, make and publish this my last will and testament, in the manner and form that follows: And first I order that my body be buried according to the ceremonies of the Holy Roman Catholic Apostolic Church, and that my funeral be conducted according to my standing and position during life.

Item. To my daughter, Ana Maria Gutierrez de ———, I leave all the land that is broken and situated on the Pajarito tract, with all the houses, and the furniture of the house that has been my residence, and also the house of Mariano Sarracino, now deceased, and situated in Albuquerque; also mules, wagons, and cattle that may be in my possession at the time of my death.

Item. To my son, Roman Gutierrez, I leave all the land at Los Padillas.

Item. To my daughter, Juliana Gutierrez de Hubbell, I leave all the land of the Casa Vieja that belongs to me, except the part that belonged to Francisco Sarracino, now deceased; and also the lands of the Vega del Monte.

Item. To my son, Tomas Gutierrez, I leave the part of the Casa Vieja that was purchased of Juan Antonio Sarracino, and also the house of Albuquerque which belonged to Rafael Armijo, with the land.

Item. Let the other properties be equally divided among my sons and daughters, such properties as are or may be, to wit: The grants of Valverde, Juan Tafoya, etc.

And I constitute and appoint Tomas C. Gutierrez and Santiago F. Hubbell executors of this my last will and testament.

In testimony whereof I, Bárbara Chaves de Gutierrez, the testatrix, have placed my hand and seal to this my testament, written on two pages of paper, this the 17th day of July, A. D. 1876.

BÁRBARA CHAVES DE GUTIERRES.

Signed, sealed, published, and declared by the said Bárbara Chaves de Gutierrez as and for her last will and testament, in the presence of us, who have subscribed our names at her request as witnesses thereto, in the presence of said testatrix and in that of each other.

ANDRES CHAVES.
JUAN CHAVES.
MASEDONIO CHABES.

TERRITORY OF NEW MEXICO,
County of Bernalillo:

I certify by these presents that I recorded the foregoing will this the 26th day of December, 1876, in the county Book of Wills, leaves 303 and 304.

In testimony whereof, witness the seal of the probate court, in my office at Albuquerque, this 26th day of December, A. D. 1876.

[SEAL.]

SANTIAGO BACA,
Clerk.

(Indorsed:) Will of Bárbara Chaves de Gutierrez.

This will is approved by this court and order is given to the clerk of the probate court to issue letters of administration to Thomas C. Gutierrez, Bernalillo, N. Mex., December 23, 1876.

M. S. OTERO,
Probate Judge.

Exhibit A to the testimony of Tomas C. Gutierrez.—E. W. D.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., December 26, 1887.

The foregoing on two pages is a full, true, and correct translation, to the best of my knowledge, of a certified copy of an original, which copy, designated as No. 8, being Exhibit A to the testimony of Tomas C. Gutierrez, is on file in this office in the matter of private land claim, file No. 210, in the name of Josefa Baca for the Pajarito tract.

WILL. M. TIPTON,
Translator.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.

I hereby certify that the signature affixed to the foregoing certificate is the genuine signature of Will. M. Tipton, who at the time of signing the same was the official translator of this office, and that all his acts as such are entitled to full faith and credit.

In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed, at the city of Santa Fé, this 26 day of December, A. D. 1887.

[SEAL.]

GEO. W. JULIAN,
United States Surveyor-General for New Mexico.

EXHIBIT C.

Assignment of legacy to Tomas C. Gutierrez under the will of Barbara Chaves de Gutierrez.

TERRITORIO DE NUEVO MEJICO,
Condado de Bernalillo, ss:

Hijuela perteneciente a Tomas C. Gutierrez, comprendiendo los bienes raices y personales que le tocaron por herencia de la finada Barbara Chavez de Gutierrez, a saber:

La quinta parte del sitio de Santa Barbara antes perteneciente a los Sarracinos, que se compone por una parte de quinientas ochenta varas y por otra de ochenta varas.

Aucion y derecho en los varios sitios de Pajarito, sitio de 'Navajoe,' Merced de Valverde, Merced de José Sanchez, y terreno individido en la plaza dei Manzano, en el condado de Valencia. La casa de Albuquerque, antes de Dn. Rafael Armijo y Manuel Armijo, juntamente con el terreno adyacente a dicha casa comprada al General J. H. Carleton.

T. C. GUTIERRES,
Administrador.

TERRITORIO DE NUEVO MEJICO,
Condado de Bernalillo:

Certifico que la antesedente hijuela fue enregistrada en el libro de testamentaria, folio 336.

En testimonio de lo cual pongo mi mano oficial y sello de la Corte de Pruebas hoy este dia 5 de Marzo, A. D. 1877, en mi oficina en Albuquerque.

VICENTE A. OTERO,
Escribano

(Indorsed:) Aprobada hoy este dia 5 de Marzo, A. D. 1877.

M. S. OTERO,
Jues de Pruebas,

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.

I hereby certify that the foregoing on two pages is a full, true, and correct copy of the original on two pages which was left temporarily in this office for use in the examination of title in the matter of private land claim, file No. 210, the Sitio de Pajarito.

GEO. W. JULIAN,
United States Surveyor-General for New Mexico.

EXHIBIT C.

Translation of assignment of legacy to Tomas C. Gutierrez under the will of Bárbara Chaves de Gutierrez.

TERRITORY OF NEW MEXICO,
County of Bernalillo, ss:

Schedule [*hijuela*] belonging to Tomas C. Gutierrez, comprising the real and personal property that came to him by inheritance from Barbara Chaves de Gutierrez, deceased, to wit:

The fifth part of the Santa Barbara tract formerly belonging to the Sarracinos, which contains in one part 580 varas and in another 80 varas.

Interest and right in the various tracts of Pajarito, Navajo, Valverde grant, José Sanchez grant, and undivided land in the town of Manzano, in the county of Valencia. The house in Albuquerque, formerly of Don Rafael Armijo and Manuel Armijo, bought of General J. H. Carleton, together with the land adjacent to said house.

T. C. GUTIERRES,
Administrator.

TERRITORY OF NEW MEXICO,
County of Bernalillo:

I certify that the foregoing schedule was recorded in the Book of Wills, folio 336.

In testimony whereof I place my official hand and seal of the probate court this the 5th day of March, A. D. 1877, in my office at Albuquerque.

[SEAL.]

VICENTE A. OTERO,
Clerk.

(Indorsed:) Approved this the 5th day of March, A. D. 1877.

M. S. OTERO,
Probate Judge.

Exhibit C to the testimony of Tomas C. Gutierrez.—E. W. D.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., December 27, 1887.

The foregoing on one page is a full, true, and correct translation, to the best of my knowledge, of a certified copy of an original, which copy, designated as No. 10, being Exhibit C, to the testimony of Tomas C. Gutierrez, is on file in this office in the matter of private land claim, file No. 210, in the name of Josefa Baca, for the "Pajarito" tract.

WILL. M. TIPTON,
Translator.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.

I hereby certify that the signature affixed to the foregoing certificate is the genuine signature of Will. M. Tipton, who, at the time of signing the same, was the official translator of this office, and that all his acts as such are entitled to full faith and credit.

In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed, at the city of Santa Fé, this 27th day of December, A. D. 1887.

[SEAL.]

GEO. W. JULIAN,
United States Surveyor-General for New Mexico.

SURVEYOR-GENERAL'S OPINION.

Private land claim known as the Pajarito tract, file No. 210. Reported No. 157.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., December 30, 1887.

This claim was filed on the 16th day of September, 1887, by seventeen parties whose names are set forth in the petition. The land claimed is described as bounded on the north by the Atrisco grant, on the south by the sitio or place called Los Padillas, on the east by the Rio Grande, and on the west by the Rio Puerco, and is situated in Bernalillo County. Its area is not known, the land never having been surveyed, but is estimated to be about 4 miles wide and 14 miles long. The claim is not based upon any grant, but is traced back by the petitioners to Doña Josefa Baca, in the year 1746, who then owned the tract, and from whom it passed to Capt. Antonio Baca by inheritance and by purchase from the other heirs, the said Antonio Baca conveying the same by deed to Clemente Gutierrez, on the 10th day of May, 1785. The original muniments of title, wills, archives, and documents establishing these facts, and showing the identity of the present claimants as the heirs and lineal decendants of said Clemente Gutierrez, are filed with the petition and made a part thereof by reference. The oral evidence in the case is consistent with and supports the documentary proof, and satisfactorily shows that the claimants and their ancestors have held uninterrupted and undisputed possession of the tract from the year 1746 to the present time, and that they have exercised complete ownership of the same, built houses and fences, planted orchards and vineyards, made an extensive acequia for the irrigation of the land, and planted and cultivated the same, without any question as to their title, with the exception of a homestead claim which has recently been filed on a portion of the tract, and a possible claim of the Atlantic and Pacific Railroad, which passes near the south boundary of it. The testimony shows that about one-fourth of the land, beginning on the Rio Grande and extending west towards the Rio Puerco, is fit for agriculture, the greater portion of which has been actually cultivated, and that the rest is fit only for gazing.

I think there is only one question which I am called upon to consider in this claim. There being no grant, and the claim not being that of numerous small holders who rest their title entirely upon the equity of long continuous occupancy and the difficulty of availing themselves of the pre-emption and homestead laws, the question arises whether these claimants have any remedy through the machinery of this office, and under the obligation imposed upon the United States by the treaty with Mexico of 1848. The tract is a large one, but a small portion of it only is fit for agriculture, and actually occupied and used for that purpose; and it may be urged that these seventeen claimants might resort to the homestead laws which allow joint entries to be made in perfecting their title. The plausibility of this statement is strengthened by the desirableness of breaking up large land holdings in New Mexico and Americanizing its land policy. It is possible, but not probable, that the homestead law could be satisfactorily applied to the peculiar situation and ownership of these parties. If it could it would involve considerable trouble and expense with which they should not be burdened, if they have a right to the land founded on its conveyance in 1746 and subsequently and their long-continued and uninterrupted possession. Moreover, if they were to attempt to assert title under the homestead law, it would be a confession that they have none and would invite onto the ground other parties, who would not be slow to assert their equal right to the benefits of that law.

The question thus presented is a novel one, and it is with some hesitation that I have determined to entertain it as a part of my official work. I do not see, however, why these claimants should not be protected by the United States under our treaty. I am confident that Spain and Mexico would have recognized their title if New Mexico had not been ceded to the United States. Indeed, I am sure of this, from the fact that Spain and Mexico did recognize it from the year 1746 to the year 1848. If these sovereignties would have confirmed the title on the ground of its legal beginning and the uninterrupted possession which followed for a century, the United States is bound to do what they would have done. It would seem to me unfair and unjust to leave these claimants whose lands have already been surveyed as public lands exposed to strife and litigation at the hands of claimants under the laws of the United States, or turn them over to the chances of private litigation which would almost certainly grow out of the fog and confusion in which their titles are now involved. The confirmation of their claim by Congress would not only be a matter of justice to them, but of peace to the community of which they form a part.

I therefore recommend such confirmation. Copies of this opinion in triplicate with like copies of the other papers in the case are forwarded herewith as required.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.:

I hereby certify that the foregoing on one hundred and forty-four pages is a full, true, and correct transcript of the original documents from which it was made, which documents are on file in this office in the matter of private land claim No. 157, in the name of Josefa Baca for the "Pajarito" tract.

In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed at the city of Santa Fé this the 14th day of January, A. D. 1889.

[SEAL.]

GEO. W. JULIAN,
United States Surveyor-General for New Mexico

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LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

In response to Senate resolution of January 17, 1889, report of George R. Tingle on the seal islands of Alaska.

JANUARY 28, 1889.—Laid on the table and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, D. C., January 25, 1889.

SIR: I am in receipt of a copy of the following resolution of the 17th instant, viz:

Resolved, That the Secretary of the Treasury is hereby directed to furnish for the use of the Senate a copy of the report of Special Agent George R. Tingle, in charge of the seal islands of Alaska, for the current year.

And, in response thereto, I have the honor to transmit herewith copy of the report called for.

Respectfully, yours,

I. H. MAYNARD,
Assistant Secretary.

Hon. JOHN J. INGALLS,
President pro tempore United States Senate.

OFFICE OF SPECIAL AGENT TREASURY DEPARTMENT,
St. Paul Island, Alaska, July 31, 1888.

SIR: I have the honor to transmit herewith a report of the operations of the fur seal islands of Alaska for the year ending July 31, 1888.

I inclose the Alaska Commercial Company's steamer *Saint Paul's* receipts for 100,000 fur seal skins "taken and shipped." Statement A shows the daily killing of seals, from which you will see the number of large seals killed after the close of the season of 1887, for native food, was 4,885, of which number the Alaska Commercial Company accepted, on the quota of 1888, 4,630; there were 59 rejected, being under size; and 196 rejected as stagy.

Two thousand one hundred and seventy-seven small pups were killed in November for native food, being 647 less than were killed the previous year, while the stagy skins destroyed this year were 394 less than the year last preceding. This was owing to the fact of the Alaska

Commercial Company accepting and salting all the stagy skins that were but slightly touched, so as to save all that it is possible to pass as merchantable skins.

The large killing of seals in November, December, and January for food showed an unusual number on the island at that season of the year. Mr. Manchester, assistant Treasury agent in charge of St. Paul Island, had the natives salt in the company's salt-house a large portion of the meat, which gave them a better supply than they have had for several years in the winter, when the islands are depopulated of seal.

Statement B shows the killing on St. Paul and St. George consolidated each month.

The extremely small number of seals rejected this year, viz, 273, attests the care which is exercised in killing the quota of 100,000. This insignificant loss is the more remarkable when it is considered that in the drives many large bulls and yearling seals are driven up to the killing grounds, which have to be separated in the pods when clubbing. The presence of these seals among the killables is very embarrassing to the clubbers, as they can not be turned out to return to the sea until nearly or quite all the acceptable seals are knocked down, when they are driven off to the water unharmed.

The sealing throughout the season progressed without any serious interruptions, and was concluded in a most satisfactory manner by the lessees on both islands.

There has been general good behavior among the natives on both islands during the past year, owing to the strict discipline and careful watchfulness of the Government officers in charge.

The natives have performed their work during this sealing season with alacrity, each one manifesting a disposition to do his whole duty.

The breeding rookeries were later filling this year than for several years past. I may say that fully three-fourths of the cows and bulls were ten days later hauling out than usual, which at the time gave the impression there would be a shortage this season of killable seals as well as breeders.

I am happy to be able to report that although late landing the breeding rookeries are filled out to the lines of measurement heretofore made, and some of them much beyond those lines, showing conclusively that seal life is not being depleted, but is fully up to the estimates given in my report of 1887.

The marauders which infest the seas shooting and harassing the seals on their way to the islands, I am sure is the main cause of their late landing this year, and if this unlawful slaughtering of the fur seal in Bering Sea is not in some way effectually stopped, they will adopt some other route and make a home on some other land, most likely on the Russian side. The number hauling out on our islands will each year grow rapidly less, when it would be impossible for any lessee to secure the quota they may by contract be allowed to take, and your world-wide famous seal islands would be in a short time reduced to the home of a few straggling seals, and as a source of revenue be entirely destroyed.

Although this question of unlawful killing of seals by schooners fitted out in British Columbia ports, as well as American, has been referred to at length in previous reports, I again beg to call the Department's attention to it. In view of the termination of the present lessees' contract on the 1st day of May, 1890, which gives them but one more season's killing, it is of the highest importance some definite and prompt action should be taken looking to the preservation of seal life, or the valuable seal property, which could be made to yield a larger revenue

to the Government than it does now, will soon be of no value. With absolute protection the seals will increase, so that a greater number could each year be taken to keep pace with the increased demand, and the price cheapened to the people of the world, and particularly to those of moderate means in our own country who would be glad to enjoy the comforts of the beautiful seal garment.

On April 4 the steam-whaler *Orca*, Captain Baldray, touched at this island on her way to the Arctic Ocean. The captain very kindly sent on shore a file of San Francisco papers up to the 5th of March, together with a quantity of fresh fish and vegetables. In return for his kindness, the Treasury agent, Mr. Manchester, and the Alaska Commercial Company's agent, Mr. Redpath, sent him off some presents.

The weather last winter and spring was exceptionally mild. The lowest temperature in December was 14°, January 8°, and February 2° above zero, and then only for one day in each of the months. The ice did not make its appearance around either of the islands or even in sight, contrary to usual custom. This is accounted for by the prevailing winds being east and southeast instead of north and northeast, as is generally the case.

The condition of the natives on the two islands remains about the same as heretofore reported. They are slowly becoming Americanized and are perfectly happy and contented, as they well may be with the treatment they receive at the hands of the Alaska Commercial Company and the Government.

The usual number of deaths occurred this year, mostly the result of imprudent exposure. Although the best medical treatment is furnished them, with medicines free, they fail to give that careful attention to nursing which is necessary to bring them through. When they are remonstrated with for exposing themselves unnecessarily in bad weather they generally reply, in Russian, "never mind; to die is good." When once prepared for death by the priest of the Greek Church, they calmly and happily await the end. No tears are shed by the relatives of the deceased and no sorrow is manifested in the household. If it is a wife the husband, according to their custom, makes the coffin, and if a husband, then the nearest male relative makes the coffin. The body in all cases is taken to the church, where services are held, at the conclusion of which every man, woman, and child kisses the corpse on the forehead and on the left cheek. The body is then carried to the grave by the relatives and buried. A few days after the funeral a tea party is given at the house of the deceased, and is usually largely attended, mostly by the female portion of the population. After forty days' mourning and prayers, the surviving wife or husband, as the case may be, is at liberty to marry again.

The sanitary condition of the villages on both islands could not be better, and, indeed, will compare very favorably with the small towns in the States, if not put many of them to shame could they be compared.

On the 17th day of June, at noon, the United States man-of-war *Thetis*, Lieutenant-Commander Emory, arrived at this island and anchored, having on board His Excellency A. P. Swineford, governor of Alaska.

Commander Emory, with a number of his officers and the governor, came on shore, and were met at the landing by the Treasury officials and Alaska Commercial Company's agent, Dr. H. H. McIntyre, by whom a cordial welcome was extended the distinguished visitors. Every facility was offered the governor to further the object of his visit. He was placed in possession of the fullest information from the books, and by personal observation as well as inquiry among the natives, as to the management of the fur-seal islands.

The entire ship's party were taken to the rookeries by the Treasury agent, as well as upon the seal fields, through the salt houses and store, school-house and church, where the governor looked into everything critically. He took occasion to express himself as highly pleased with the condition of the natives, and the management of the Government interests and the relation of the lessees therewith.

He was indeed quite profuse in his praise of the company's care and provision for the natives, as well as the correct methods of conducting the Government business. He thought it could not be improved on.

The governor's visit here can have but one result, as he is a fair man, viz, to give him the data gained by personal knowledge on which he will base a report correcting many of the errors into which he was led in his last report, by accepting as true the false statement of a man named Anderson.

The visitors were entertained at the Government house, and on the 18th the Treasury agent returned their visit and was entertained at dinner on board the ship.

The United States revenue-cutter *Bear*, Capt. M. A. Healy, arrived and anchored at this island on the 16th of June, the day before the arrival of the *Thetis*. She brought our mail and papers from San Francisco up to May 25. The two ships left on the 19th, at 3 p. m., under sail for Oon-alaska. The *Bear*, after cruising to the south and eastward, returned to the island on the 7th of July, departing again the morning of the 8th instant, at daylight.

The United States revenue-cutter *Rush*, Captain Sheppard, arrived at the island on the 25th instant, bringing mail for the islands from San Francisco up to July 2, and the first intelligence we had of the action of the two national conventions.

The cutter *Bear* anchored here on the 20th instant, and left on the 21st for the Arctic Ocean. She had cruised quite extensively in the Bering Sea since she was last here. Captain Healy reported to me that he had not sighted any schooners, which indicates an unusual absence of marauders this year. In a letter from Captain Glover, of the United States cutter *Walcott*, by the *Rush*, I am informed that the American schooners had decided not to enter Bering Sea this season to kill seals. Captain Glover's opportunities in Puget Sound for obtaining correct information are good. He is fully sustained by the report from Captains Healy and Sheppard, who, up to the last of this month, have not cited a single marauding vessel in Bering Sea.

The good work of the United States revenue-cutters last year in seizing the vessels unlawfully engaged in sealing has had a salutary effect.

Whilst the vessels have kept out of Bering Sea up to this date, they have vigorously pursued the fur seals in the North Pacific Ocean en route to their home on the islands of St. Paul and St. George, killing and destroying a very large number.

All the obligations of the lessees were performed to the entire satisfaction of the Government officers and in strict accordance with their contract.

Although the schools are as well supplied with every facility for teaching that can be found in any eastern town, yet the native children make but limited progress in their studies. They are extremely dull and indifferent about learning and are not encouraged by their parents to study; they are particularly averse to learning English.

I leave St. George Island in charge of Captain Loud, assistant Treasury agent, and St. Paul Island with Mr. J. P. Manchester, assistant

Treasury agent in charge. Mr. William Gavitt, assistant Treasury agent in charge of St. George Island during the past year, and myself returned to our homes, as per Department letter of authority, March 5, 1888, A. F., 308.

Respectfully submitted.

GEO. R. TINGLE,
Treasury Agent.

Hon. C. S. FAIRCHILD,
Secretary of the Treasury.

Census, January 1, 1888.

ST. PAUL ISLAND.

Number of families.....	64
Male adults.....	58
Males five to seventeen years old	19
Males under five years old.....	15
	92
Female adults.....	81
Females five to seventeen years old.....	34
Females under five years old	20
	135
Total population.....	227
Deaths:	
Male adults.....	7
Males five to seventeen years of age	1
Males under five years old.....	3
	11
Female adults	3
Females under five years.....	6
	9
	20
Births:	
Males	2
Females	6
	8

ST. GEORGE ISLAND.

Number of families.....	30
Male adults	29
Males five to seventeen years old	13
Males under five years old.....	8
	50
Female adults	37
Females five to seventeen yearss old.....	22
Females under five years.....	10
	69
Total	119
Deaths:	
Males	5
Females	10
	15
Births :	
Males	5
Females	2

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING,

In response to Senate resolution of January 22, 1889, information relative to claims of officers and men of the Navy for extra allowance.

JANUARY 28, 1889.—Laid on the table and ordered to be printed.

TREASURY DEPARTMENT,
January 28, 1889.

SIR: I have the honor to acknowledge receipt of the resolution of the Senate of the 22d instant, calling for information and statement from this Department concerning claims for extra allowances to officers and men of the Navy, based on sea service on receiving-ships, and to transmit, for the information of the Senate, the reports made by the Fourth Auditor and the Second Comptroller upon the subject in question.

Respectfully, yours,

HUGH S. THOMPSON,
Acting Secretary.

The PRESIDENT PRO TEMPORE UNITED STATES SENATE.

TREASURY DEPARTMENT,
FOURTH AUDITOR'S OFFICE,
Washington, D. C., January 24, 1889.

SIR: In response to a resolution of the United States Senate, dated January 22, 1889, and referred to this office, I have the honor to submit the following report:

A statement showing the total gross amount of such claims which have recently been allowed by the accounting officers of the Treasury.

The total amount of all receiving-ship cases allowed since the decision of Supreme Court in the Strong case is about \$450,000 up to date.

The total amount of such claims which have been paid.

I can not tell how much of this amount has been actually paid, but it is presumed that so much as was payable from existing appropriations, and the amount appropriated for in the last deficiency bill, has been paid. A more definite answer to this question can not be given unless more time to prepare it is taken than is consistent with the Senate resolution.

The total amount of such claims now pending.

There are about 441 claims pending, but it is impossible to state what amount will be required to pay them until each claim has been settled.

And any estimate which may have been made in the Treasury Department of the probable total amount of all such claims.

No estimate has been made of the probable total amount of all such claims, and it is impossible to make one that would be at all correct or satisfactory.

Have any lists of such probable claims for sea pay and allowances for services on receiving-ships been prepared in advance of the presentation of the claimants of their demands; and, if so, why such lists have been prepared?

No such lists have been prepared. But immediately after the decision of the Supreme Court allowing sea pay to officers serving on receiving-ships a very large number of claims of this character was filed. In order to settle these cases it was necessary to examine the roll of the receiving-ship on which the officer served. I instructed the clerks whose business it was to trace these rolls to take a memorandum of all the officers on said roll. This was done for the purpose of saving time and labor in going over the roll in each individual case.

And whether or not clerks have worked evening or otherwise out of office hours in the preparation of the same.

They have not.

And whether or not copies of such lists or access to them or any knowledge of their contents have been allowed to or obtained by attorneys or claim agents; if so, who are such attorneys or claim agents?

I have examined all persons who have anything to do with the settlement of the receiving-ship cases, or who would be able to know anything about such, and they state upon honor that they have not given any copy of, or access to, or any information about, the contents of any list or any information whatever to any attorney, claim agent, or other person.

And further, whether or not any such claimants have, to the knowledge of the Treasury Department, paid, or made bargains to pay, commissions to attorneys or claim agent for collecting their claims; if so, what percentages have been agreed upon?

I know nothing of the contracts, or whether there is any contract, between claimants and their attorneys or agents unless the power of attorney specifies. I find upon examination that some of the powers of attorney specify 10 per cent. and others say nothing about fees at all. In the settlement of claims no attention is paid to any agreement between parties. In the event any fee is deducted for an attorney, it is in accordance with a regulation of this Department, which allows 10 per cent. on the first \$200, 5 per cent. on balance up to \$800, and not more than \$50 in any case. Some attorneys have requested the Second Comptroller not to deduct any fee in cases they represent. When authorized by the Comptroller I follow that rule.

Whether or not attorneys or claim agents have inserted advertisements in the newspapers inviting correspondence from the heirs of officers or men of the Navy supposed to be entitled to extra allowances on account of sea service on receiving-ships; and, if so, whether, to the knowledge of the Department, such advertisements have been prepared after the attorneys or agents have obtained access to or knowledge of lists of claimants from the accounting officers of the Treasury Department.

I have no knowledge of such advertisements, and if such advertisements have appeared in any newspaper I have never seen them, and they must have been prepared from information derived from some other source than this office.

In reply to the last question as to "all other material facts on the subject of receiving-ship claims," I would suggest that attorneys or claim agents could get all the information necessary in such claims from Naval Registers and other publications, as said registers show the names of those on receiving-ships and what ship they were on, and the pay table in any register shows the amount of pay of any officer and man in the Navy.

However, as the attorneys who prosecute cases of this kind are able and may be willing to state where they procured information, I append a list of the principal attorneys and agents who practice before this office.

Having every confidence in all the employés in this bureau, I feel sure that none of them have given out any information to any person.

Very respectfully,

C. M. SHELLEY,
Auditor.

Hon. C. S. FAIRCHILD,
Secretary of the Treasury.

List of principal attorneys and agents who practice before this office.

Jones & Lines, J. W. Stryker, Linden Kent, Ward Thoron, Wm. F. Stidham, Tallmadge & Tallmadge, Samuel Pollock, John S. Blair, A. M. McBlair, all of this city; and Ferdinand Mullan, of Annapolis, Md.

TREASURY DEPARTMENT,
SECOND COMPTROLLER'S OFFICE,
Washington, D. C., January 26, 1889.

SIR: By indorsement of the Assistant Secretary of the Treasury, dated January 23, I am in receipt of Senate resolution of January 22, requesting the Secretary of the Treasury to furnish to the Senate certain information "concerning claims for extra allowances to officers and men of the Navy based on sea service on receiving-ships," together with a statement of facts relative to the methods of preparing estimates of the probable amount of such claims now pending, etc.

The examination and adjustment of Navy accounts and claims in this office is now, and has been for many years, in charge of George H. French, who was appointed in 1867 and promoted to his present post July 1, 1887. He is assisted by Castalio Hosmer, appointed November 18, 1863; Oscar Bielaski, appointed July 3, 1867; Henry C. March, appointed February 1, 1878; and Charles T. Miller, recently appointed upon certification by the Civil-Service Commission. These clerks, together with Mrs. Arabella E. Burns, a copyist, appointed July 5, 1883, constitute the entire force of the division.

I inclose to you the report submitted to me by the chief of the division, who was directed to make clear and specific answers to all questions contained in the Senate resolution, so far as they related in any way to the transactions of the division.

I have no reason to question the accuracy of the statements made by Mr. French, especially his statement that no clerks in the division have worked in the office, either at night or out of regular office hours, as they could not have been admitted to the Department without passes given either by the Deputy Comptroller or by myself.

During my incumbency of this office I have constantly endeavored to enforce the rule that no attorney or agent should communicate with clerks or employés, transact any public business whatsoever except with the head of the office, or to be admitted to the rooms of the office without permission of the Comptroller or Acting Comptroller.

If any one in this office has furnished to claimants, attorneys, or agents information to aid them in making up claims against the Government, or contributed in any way whatsoever, directly or indirectly, to the prosecution of claims, it has been without my knowledge, and certainly in violation of the rules of the Department.

The Senate resolution is herewith returned.

I am, sir, your very obedient servant,

SIGOURNEY BUTLER,
Comptroller.

Hon. CHARLES S. FAIRCHILD,
Secretary of the Treasury.

TREASURY DEPARTMENT,
SECOND COMPTROLLER'S OFFICE,
Washington, D. C., January 25, 1889.

SIR: Pursuant to your direction that I should report to you all the transactions of this division affected in any way by Senate resolution of the 22d instant, calling on the Secretary of the Treasury for "a statement concerning claims for extra allowances to officers and men of the Navy based on sea service on receiving-ships," and referred to this office by the Secretary of the Treasury on the 23d instant, I have the honor to submit the following:

(1) The gross amount of claims allowed to date is about \$450,000.

(2) I am unable to state how much has been paid on account of such claims.

(3) This office has no means of knowing how many claims for extra allowances to officers and men based on sea-service on receiving-ships are now pending, as all claims are first presented to the Fourth Auditor.

(4) This office has made no estimate of the probable total amount required to pay such claims; nor do the records of the office contain information upon which to base a calculation.

(5) No list or lists of such probable claims for sea pay and allowances for service on receiving-ships have been made by any clerk engaged on Navy accounts in this office.

(6) No clerk or clerks in the Navy division of this office have worked evenings, or otherwise out of office hours, in preparing a list of such probable claims for sea pay and allowances on receiving-ships.

(7) No information has been given by any clerk of the Navy division to any attorney or claim agent in reference to any claim or claims for sea pay and allowances on receiving-ships, or any other class of Navy claims pending in this office.

(8) Under the rules of the Department, all attorneys or agents authorized to practice before it are registered, and when appointed by a claimant to prosecute his claim, such attorney or agent is allowed a fee of 10 per cent. on the first \$200 and 5 per cent. on the balance, but not to exceed \$50, and in no case is a larger fee allowed by the accounting officers. The fee is deducted in the settlement of the claim, and when payment is made a check for the amount due the attorney as his fee is sent to him, and the balance is sent direct to the claimant. In no case

is a check or draft for the amount found due the claimant allowed to go into the hands of an attorney or agent, except by special direction of the Secretary of the Treasury.

(9) When an attorney or agent requests the Comptroller to make no deduction of fees in the settlement of claims in which he appears as attorney or agent, but to send a draft for the full amount direct to the claimants, the request is granted, and it then becomes a matter between the claimant and his attorney or agent as to fees; and this office has received no complaint from claimants that they have been charged an excessive fee, and it consequently has no knowledge as to what fees are charged by the attorneys or agents.

(10) I have no personal knowledge of advertisements being inserted in the newspapers inviting correspondence from heirs of officers or men of the Navy supposed to be entitled to extra allowances on account of sea service on receiving-ships; and if such advertisements have been inserted in the newspapers it is not from any lists of claimants furnished by any clerk or person employed on Navy accounts in this office, as no such list or lists have been prepared by any person engaged on naval accounts in this office.

(11) The principal attorneys and agents representing Navy claimants before this office are John Paul Jones, Robert B. Lines, J. W. Stryker, Linden Kent, W. F. Stidham, Messrs. Tallmadge & Tallmadge, and Samuel Pollock; and I presume, if called upon, they will be able to explain from what source they obtained their information in relation to officers' claims for sea pay and allowances on receiving-ships.

For more than forty years the annual Navy Register, published by the Navy Department, has given a list of all receiving-ships, and of the officers employed thereon, and is accessible to any one desiring information on matters relating to stations of naval officers. In addition to this there are several private publications from which such information can be obtained.

I am, sir, very respectfully,

GEO. H. FRENCH,
Chief of Navy Division.

Hon. SIGOURNEY BUTLER,
Second Comptroller.

S. Ex. 91—2



MESSAGE
FROM THE
PRESIDENT OF THE UNITED STATES,
TRANSMITTING
Information touching affairs in Samoa.

JANUARY 31, 1889.—Read and referred to Committee on Foreign Relations and ordered to be printed.

To the Congress :

I had the honor, on the 15th instant, to communicate to your honorable body certain correspondence and documents in relation to affairs in the Samoan Islands; and having since that date received further dispatches from the vice-consul at Apia and the commander of the United States naval vessel *Nipsic* in those waters, I lose no time in laying them before you.

I also transmit herewith the full text of an instruction from Prince von Bismarck to the German minister at this capital, which was communicated to the Secretary of State on the afternoon of the 28th instant.

This appears to be an amplification of a prior telegraphic instruction on the same subject communicated through the same channel, and, being set forth in the note of the Secretary of State to Count von Arco-Valley, the German minister, of the 12th instant, was duly laid before Congress with my last message in relation to Samoan affairs.

It is also proper to inform you that on Monday, the 28th instant, the occasion of the communication of the note of the Prince Chancellor, the Secretary of State was given to understand by the German minister, that a proposition from his Government to that of the United States for a conference on the Samoan subject was on its way by mail, having left Berlin on the 20th instant, so that its arrival here in due course of mail could be looked for in a very short time.

In reply to an inquiry from the Secretary of State whether the proposition referred to was for a renewal of the joint conference between the United States, Germany, and Great Britain which was suspended in July, 1887, or for a consideration of Samoan affairs *ab novo*, the Ger-

man minister stated his inability to answer until the proposition which left Berlin on the 20th instant should have been received.

I shall hereafter communicate to the Congress all information received by me in relation to the Samoan status.

GROVER CLEVELAND.

EXECUTIVE MANSION, *January* 30, 1889.

NOTE: The inclosures accompanying this message have been sent to the House of Representatives.

O

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

RETURNING

Senate bill No. 3264, with his objections thereto.

FEBRUARY 1, 1889.—Read and laid upon the table and ordered to be printed.

To the Senate :

I return without approval Senate bill number thirty-two hundred and sixty-four, entitled "An act granting a pension to Mrs. Ellen Hand."

The husband of the beneficiary named in this bill enlisted August 22, 1862, and was mustered out with his company July 10, 1865.

He filed a claim for pension in 1881, sixteen years after his discharge, alleging that he contracted rheumatism about December, 1862.

He died in February, 1883, the cause of death being, as then certified, typhoid fever.

His claim for pension on account of rheumatism seems to have been favorably determined after his death, for it was made payable to his widow and was allowed from the time of filing his petition to February 25, 1883, the day of his death.

The facts of the case as now presented appear to me to lead in the most satisfactory manner to the conclusion that the soldier's death was in no way related to any incident of his military service.

GROVER CLEVELAND.

EXECUTIVE MANSION, *January 31, 1889.*

[Fiftieth Congress of the United States of America, at the second session, begun and held at the city of Washington on Monday, the 3d day of December, 1888.]

AN ACT GRANTING A PENSION TO MRS. ELLEN HAND.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and is hereby, authorized and directed to place on the pension-roll, subject to the provisions and limitations of the pension laws, the name of Mrs. Ellen Hand, widow of Swaim Hand, late a private in Company D, Nineteenth Regiment of Iowa Infantry.

JOHN G. CARLISLE,
Speaker of the House of Representatives.
JOHN J. INGALLS,
President of the Senate pro tempore.

I certify that this act originated in the Senate.

ANSON G. MCCOOK,
Secretary.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

Letter of the Supervising Architect relative to an appropriation for the public building at Syracuse.

FEBRUARY 1, 1889.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, D. C., January 30, 1889.

SIR: I inclose herewith for appropriate action a communication from the Supervising Architect, recommending a further appropriation of \$3,000 for providing an elevator in the public building at Syracuse, N. Y.

Respectfully, yours,

C. S. FAIRCHILD,
Secretary.

Hon. JOHN J. INGALLS,
President of the Senate pro tempore, Washington, D. C.

TREASURY DEPARTMENT,
OFFICE OF THE SUPERVISING ARCHITECT,
Washington, D. C., January 30, 1889.

SIR: I have the honor to call your attention to the condition of the United States court-house and post-office now nearing completion at Syracuse, N. Y. The original plans and estimate did not include an elevator for this building, but the construction is such that an elevator may be placed therein. From a recent conversation held with Hon. Frank Hiscock, of the United States Senate, and Hon. J. J. Belden, of the House of Representatives, it appears that it is urgently desired to have an elevator erected in said building; and in order to provide and put one in place a further appropriation of not less than \$3,000 will be required.

Respectfully, yours,

WILL A. FRERET,
Supervising Architect.

Hon. C. S. FAIRCHILD,
Secretary of the Treasury.

LETTER
FROM
THE SECRETARY OF WAR,
TRANSMITTING
Abstract of militia force of the United States.

FEBRUARY 4, 1889.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT,
Washington City, February 2, 1889.

The Secretary of War has the honor to transmit to the United States Senate, in compliance with section 232 of the Revised Statutes, an abstract of the militia force of the United States, organized and unorganized, according to the latest returns received at the office of the Adjutant-General of the Army.

WILLIAM C. ENDICOTT,
Secretary of War.

The PRESIDENT PRO TEMPORE UNITED STATES SENATE.

Abstract of the militia force of the United States, organized and unorganized, according to the latest returns received at the office of the Adjutant-General, U. S. Army, for the year 1888.

[Furnished for the information of the Congress of the United States, in compliance with section 233 of the Revised Statutes.]

States and Territories.	Organized strength.									Number of men available for military duty (unorganized).	
	Commissioned officers.					Enlisted men.					
	General.	General staff.	Regimental field and staff.	Company.	Total.	Non-commissioned officers.	Musicians.	Privates.	Total.		Aggregate.
STATES.											
Alabama: ¹											
General officers and general staff	9	42			51					51	
Cavalry				8	8	18	2	110	130	138	
Artillery				16	16	26	4	158	188	204	
Infantry			26	107	133	282	45	1,391	1,718	1,851	
Total	9	42	26	131	208	326	51	1,659	2,036	2,244	150,000
Arkansas ²											*125,000
California:											
General officers and general staff	8	103			111	5			5	116	
Cavalry				3	3	10	2	53	65	68	
Artillery			20	49	69	164	80	745	989	1,058	
Infantry			49	112	161	501	177	1,959	2,637	2,798	
Total	8	103	69	164	344	680	259	2,757	3,696	4,040	138,119
Colorado:											
General officers and general staff	1	12			13		22		22	25	
Cavalry			4	7	11	35	6	77	118	129	
Artillery				4	4	11		29	40	44	
Infantry			15	54	69	206	46	453	705	774	
Total	1	12	19	65	97	252	74	559	885	982	*55,000
Connecticut:											
General officers and general staff	1	9			10	3			3	13	
Artillery				5	5	15	1	56	72	77	
Infantry			48	114	162	603	96	1,600	2,299	2,461	
Total	1	9	48	119	177	621	97	1,656	2,374	2,551	82,626
Delaware:											
General staff		11			11	3			3	14	
Cavalry				4	4	15		33	48	52	
Infantry			9	27	36	117		338	455	491	
Total		11	9	31	51	135		371	506	557	38,200
Florida:											
General officers and general staff	7	55			62					62	
All arms			8	93	101	266	32	835	1,133	1,234	
Total	7	55	8	93	163	266	32	835	1,133	1,296	47,705
Georgia:											
General staff		25			25					25	
Cavalry				36	36	98	11	346	455	491	
Artillery				9	9	29	2	119	150	159	
Infantry			31	223	254	630	163	2,959	3,752	4,006	
Total		25	31	268	324	757	176	3,424	4,357	4,681	258,222

* Not reported by the adjutant-general of the State, but estimated in the office of the Adjutant-General, U. S. Army.

¹ Annual return not received; organized strength taken from special report of May 26, 1888.

² Return not received.

Abstract of the militia force of the United States, etc.—Continued.

States and Territories.	Organized strength.										Number of men available for military duty (unorganized).
	Commissioned officers.					Enlisted men.				Aggregate.	
	General.	General staff.	Regimental field and staff.	Company.	Total.	Non-commissioned officers.	Musicians.	Privates.	Total.		
STATES—continued.											
Illinois:											
General officers and general staff	4	42			46					46	
Artillery				8	8	27	2	123	152	160	
Infantry			72	189	261	631	296	2,825	3,752	4,013	
Total	4	42	72	197	315	658	298	2,948	3,904	4,219	*450,000
Indiana:											
All arms	1	14	27	114	156	293	78	1,518	1,889	2,045	468,985
Iowa:											
General officers and general staff	2	16			18					18	
Infantry			48	144	192	448	196	1,689	2,333	2,525	
Total	2	16	48	144	210	448	196	1,689	2,333	2,543	223,344
Kansas:											
General officers and general staff	5	30			35					35	
Artillery				4	4	16	2	35	53	57	
Infantry			30	101	131	331	110	1,282	1,723	1,854	
Total	5	30	30	105	170	347	112	1,317	1,776	1,946	225,000
Kentucky: ¹											
General staff		13			13					13	
Infantry			18	70	88	190	20	1,025	1,235	1,323	
Total		13	18	70	101	190	20	1,025	1,235	1,336	330,000
Louisiana:											
General officers and general staff	8	13			21					21	
Cavalry				8	8	26	3	100	129	137	
Artillery			7	26	33	88	16	346	450	483	
Infantry			35	48	83	120	13	753	886	969	
Total	8	13	42	82	145	234	32	1,199	1,465	1,610	138,439
Maine:											
General officers and general staff	1	5			6					6	
Artillery				5	5	6	8	55	69	74	
Infantry			16	58	74	213	65	676	954	1,028	
Total	1	5	16	63	85	219	73	731	1,023	1,108	94,887
Maryland:											
General staff		49			49					49	
Infantry			51	104	155	447	134	1,198	1,779	1,934	
Total		49	51	104	204	447	134	1,198	1,779	1,983	125,000
Massachusetts:											
General officers and general staff	1	18			19	21		56	77	96	
Cavalry			8	9	17	39	6	176	221	238	
Artillery			6	15	21	68	6	221	295	316	
Infantry			86	227	313	768	160	3,271	4,199	4,512	
Total	1	18	100	251	370	896	172	3,724	4,792	5,162	312,438

* Not reported by the adjutant-general of the State, but estimated in the office of the Adjutant-General, U. S. Army.

¹ Annual return not received; organized strength taken from special report of May 31, 1888.

MILITIA FORCE OF THE UNITED STATES.

Abstract of the militia force of the United States, etc.—Continued.

States and Territories.	Organized strength.									Number of men available for military duty (unorganized).	
	Commissioned officers.					Enlisted men.					
	General.	General staff.	Regimental field and staff.	Company.	Total.	Non-commissioned officers.	Musicians.	Privates.	Total.		Aggregate.
STATES—continued.											
Michigan:											
General officers and general staff	4	18			22	1			1	23	
Infantry			29	108	137	476	25	1,897	2,398	2,535	
Total	4	18	29	108	159	477	25	1,897	2,399	2,558	*260,000
Minnesota:											
General staff		23			23					23	
Cavalry				3	3	11	2	63	76	79	
Artillery				4	4	15	1	52	68	72	
Infantry			32	89	121	325	78	1,162	1,565	1,686	
Total		23	32	96	151	351	81	1,277	1,709	1,860	*147,000
Mississippi: ¹											
General officers and general staff	4	20			24					24	
Artillery			12	123	135			1,230	1,230	1,365	
Infantry											
Total	4	20	12	123	159			1,230	1,230	1,389	*140,000
Missouri:											
General staff		8			8					8	
Cavalry				6	6	23	4	98	125	131	
Artillery				8	8	41	4	127	172	180	
Infantry			20	56	76	190	35	1,473	1,698	1,774	
Total		8	20	70	98	254	43	1,698	1,995	2,093	*325,000
Nebraska:											
General officers and general staff	1	18			19					19	
Cavalry				3	3	10	1	24	35	38	
Artillery				3	3	10	2	43	55	58	
Infantry			17	61	78	225	36	695	956	1,034	
Total	1	18	17	67	103	245	39	762	1,046	1,149	110,000
Nevada:											
General officers and general staff	5	39			44					44	
Infantry				22	22	50		351	401	423	
Total	5	39		22	66	50		351	401	467	10,832
New Hampshire:											
General officers and general staff	1	8			9	5			5	14	
Cavalry				3	3	9	2	44	55	58	
Artillery				4	4	14	2	52	68	72	
Infantry			27	72	99	231	120	743	1,094	1,193	
Total	1	8	27	79	115	259	124	839	1,222	1,337	*25,000
New Jersey:											
General officers and general staff	3	28			31	6			6	37	
Infantry			107	157	264	621	103	3,159	3,883	4,147	
Total	3	28	107	157	295	627	103	3,159	3,889	4,184	284,887

* Not reported by the adjutant-general of the State, but estimated in the office of the Adjutant-General, U. S. Army.

¹ Annual return not received; organized strength taken from special report of June 20, 1888.

Abstract of the militia force of the United States, etc.—Continued.

States and Territories.	Organized strength.										Number of men available for military duty (unorganized).
	Commissioned officers.					Enlisted men.				Aggregate.	
	General.	General staff.	Regimental field and staff.	Company.	Total.	Non-commissioned officers.	Musicians.	Privates.	Total.		
STATES—continued.											
New York:											
General officers and general staff.....	4	79	.....	.....	83	5	.....	39	44	127	.....
Artillery.....	.....	.....	.....	24	24	73	9	326	408	432	.....
Infantry.....	.....	.....	175	487	662	2,248	341	9,722	12,311	12,973	.....
Total.....	4	79	175	511	769	2,326	350	10,087	12,763	13,532	650,000
North Carolina:											
General staff.....	.....	20	.....	.....	20	.....	.....	.....	.....	20	.....
Cavalry.....	.....	.....	.....	3	3	9	.....	29	38	41	.....
Infantry.....	.....	.....	43	87	130	280	56	930	1,266	1,396	.....
Total.....	.....	20	43	90	153	289	56	959	1,304	1,457	*170,000
Ohio:											
General officers and general staff.....	4	12	.....	.....	16	.....	.....	.....	.....	16	.....
Cavalry.....	.....	.....	.....	3	3	14	3	32	49	52	.....
Artillery.....	.....	.....	16	27	43	135	13	421	569	612	.....
Infantry.....	.....	.....	91	245	336	1,173	122	3,316	4,611	4,947	.....
Total.....	4	12	107	275	398	1,322	138	3,769	5,229	5,627	*450,000
Oregon:											
General officers and general staff.....	1	12	.....	.....	13	.....	.....	.....	.....	13	.....
Cavalry.....	.....	.....	.....	3	3	10	.....	34	44	47	.....
Artillery.....	.....	.....	.....	3	3	13	.....	36	49	52	.....
Infantry.....	.....	.....	33	74	107	268	47	1,025	1,340	1,447	.....
Total.....	1	12	33	80	126	291	47	1,095	1,433	1,559	33,621
Pennsylvania:											
General officers and general staff.....	4	33	.....	.....	37	110	.....	.....	110	147	.....
Cavalry.....	.....	.....	3	10	13	24	6	137	167	180	.....
Artillery.....	.....	.....	3	11	14	26	6	197	229	243	.....
Infantry.....	.....	.....	145	363	508	1,020	280	5,973	7,273	7,781	.....
Total.....	4	33	151	384	572	1,180	292	6,307	7,779	8,351	613,469
Rhode Island:											
General officers and general staff.....	1	25	.....	.....	26	1	.....	4	5	31	.....
Cavalry.....	.....	.....	7	6	13	22	2	66	90	103	.....
Artillery.....	.....	.....	.....	5	5	17	2	42	61	66	.....
Infantry.....	.....	.....	53	56	109	244	42	594	880	989	.....
Total.....	1	25	60	67	153	284	46	706	1,036	1,189	47,000
South Carolina:											
General officers and general staff.....	8	72	.....	.....	80	.....	.....	.....	.....	80	.....
Cavalry.....	.....	.....	28	136	164	280	.....	1,221	1,501	1,665	.....
Artillery.....	.....	.....	.....	17	17	24	.....	289	313	330	.....
Infantry.....	.....	.....	35	224	259	464	.....	2,507	2,971	3,230	.....
Total.....	8	72	63	377	520	768	.....	4,017	4,785	5,305	*115,000

* Not reported by the adjutant-general of the State, but estimated in the office of the Adjutant-General, U. S. Army.

Abstract of the militia force of the United States, etc.—Continued.

States and Territories.	Organized strength.									Number of men available for military duty (unorganized).	
	Commissioned officers.					Enlisted men.					
	General.	General staff.	Regimental field and staff.	Company.	Total.	Non-commissioned officers.	Musicians.	Privates.	Total.		Aggregate.
STATES—continued.											
Tennessee: ¹											
General staff		20			20					20	
Cavalry				3	3	9		30	39	42	
Artillery			9	18	27	72		180	252	279	
Infantry				96	96	352		768	1,120	1,216	
Total.....		20	9	117	146	433		978	1,411	1,557	262,801
Texas:											
General officers and general staff	3	31			34					34	
Cavalry				18	18	48	1	169	218	236	
Artillery				9	9	21		86	107	116	
Infantry			37	151	188	390	26	1,532	1,942	2,130	
Total.....	3	31	37	178	249	459	21	1,787	2,267	2,516	300,000
Vermont:											
General officers and general staff	1	16			17					17	
Artillery				9	9	30	2	108	140	149	
Infantry			11	36	47	105	14	469	588	635	
Total.....	1	16	11	45	73	135	16	577	728	801	44,164
Virginia:											
General officers and general staff	1	17			18					18	
Cavalry			5	15	20	63		117	180	200	
Artillery			7	20	27	83		119	202	229	
Infantry			36	119	155	411	42	1,566	2,019	2,174	
Total.....	1	17	48	154	220	557	42	1,802	2,401	2,621	200,000
West Virginia:											
General staff		7			7					7	
Infantry			16	52	68	199	26	635	860	928	
Total.....		7	16	52	75	199	26	635	860	935	*90,000
Wisconsin:											
General staff		21			21					21	
Cavalry				4	4	13		48	61	65	
Artillery				5	5	13		46	59	64	
Infantry			40	99	139	358		1,634	1,992	2,131	
Total.....		21	40	108	169	384		1,728	2,112	2,281	286,289
AGGREGATE STATE MILITIA....	93	984	1,651	5,161	7,889	17,659	3,253	72,276	93,182	101,071	7,828,028
TERRITORIES.											
Arizona ²											*15,000
Dakota: ³											
General staff		30			30					30	
Cavalry			4	6	10	20	1	63	84	94	

* Not reported by the adjutant-general of the State or Territory, but estimated in the office of the Adjutant-General, U. S. Army.

¹ Annual return not received; organized strength taken from special report of May 28, 1888.

² Return not received.

³ Annual return not received; organized strength taken from special report of May 31, 1888.

Abstract of the militia force of the United States, etc.—Continued.

States and Territories.	Organized strength.										Number of men available for military duty (unorganized).
	Commissioned officers.					Enlisted men.				Aggregate.	
	General.	General staff.	Regimental field and staff.	Company.	Total.	Non-commissioned officers.	Musicians.	Privates.	Total.		
TERRITORIES—continued.											
Dakota—Continued.											
Artillery				3	3	9	2	37	48	51	.....
Infantry			15	54	69	161	25	562	748	817	.....
Total		30	19	63	112	190	28	662	880	992	*100, 000
Idaho											*15, 000
Montana:											
General staff		9			9					9	.....
Cavalry				6	6	22		81	103	109	.....
Artillery				3	3	11		56	67	70	.....
Infantry			8	21	29	71	16	286	373	402	.....
Total		9	8	30	47	104	16	423	543	590	*30, 000
New Mexico:											
General staff		9			9					9	.....
Cavalry			27	91	118	309		981	1, 290	1, 408	.....
Infantry			5	18	23	57		160	217	240	.....
Total		9	32	109	150	366		1, 141	1, 507	1, 657	30, 000
Utah											*22, 000
Washington: ¹											
General officers and general staff	3	24			27					27	.....
Cavalry				3	3	14	1	45	60	63	.....
Infantry			18	36	54	162	20	564	746	800	.....
Total	3	24	18	39	84	176	21	609	806	890	*12, 000
Wyoming:											
Infantry				6	6	16	6	60	82	88	*10, 000
AGGREGATE TERRITORIES	3	72	77	247	399	852	71	2, 895	3, 818	4, 217	234, 000
District of Columbia:											
General officers and general staff	1	10			11	7		21	28	39	.....
Cavalry								42	42	42	.....
Artillery				3	3	9	2	27	38	41	.....
Infantry			36	59	95	186	24	791	1, 001	1, 096	.....
Total	1	10	36	62	109	202	26	881	1, 109	1, 218	*42, 000
GRAND AGGREGATE	97	1, 066	1, 764	5, 470	8, 397	18, 713	3, 350	76, 046	98, 109	106, 506	8, 104, 028

* Not reported by the adjutant-general of the Territory, but estimated in the office of the Adjutant General, U. S. Army.

¹ Annual return not received; organized strength taken from special report of June 1, 1888.

R. C. DRUM,
Adjutant-General.

ADJUTANT-GENERAL'S OFFICE,
Washington, D. C., February 1, 1889.

LETTER
FROM
THE SECRETARY OF WAR,

TRANSMITTING,

In response to Senate resolution of January 29, 1889, information relative to Captain Hall's company, Oregon Volunteers.

FEBRUARY 4, 1889.—Laid on the table and ordered to be printed.

WAR DEPARTMENT,
Washington City, February 1, 1889.

The Secretary of War has the honor to transmit to the United States Senate a report, dated the 31st ultimo, from the Adjutant-General's Office, together with a copy of Senate Executive Document No. 36, Fiftieth Congress, first session, containing a former report of the Adjutant-General's Office, dated December 22, 1887, which embraces all matters found of record in that office relative to the company called "Capt. Lawrence Hall's Company of Oregon Volunteers," the same being transmitted in response to Senate resolution of the 29th ultimo calling for this information.

WILLIAM C. ENDICOTT,
Secretary of War.

The PRESIDENT PRO TEMPORE UNITED STATES SENATE.

ADJUTANT-GENERAL'S OFFICE,
Washington, January 31, 1889.

SIR: I have the honor to return herewith Senate resolution of the 29th instant, directing the Secretary of War to cause an investigation to be made into the organization and service of what has been commonly known in Oregon as "Capt. Lawrence Hall's Company of Volunteers," which it is alleged was organized in the early part of the year 1848 for service, and which served in the Indian war in Oregon known as the Cayuse war, and to report to the Senate all the facts relating to said organization, whether of record or otherwise, together with the names of the officers and privates constituting such company, referred to this office for report, and to transmit previous papers relating to the matter in question, together with a copy of Senate Ex. Doc. No. 36, Fiftieth Congress, first session, which contains a report from this office of December 22, 1887, in reply to Senate resolution of December 20, 1887.

No additional information touching the matter referred to has been found of record in this office.

I am, sir, very respectfully, your obedient servant,

J. C. KELTON,
Assistant Adjutant-General.

The SECRETARY OF WAR.

[Senate Ex. Doc. No. 36, Fiftieth Congress, first session.]

Letter from the Secretary of War, transmitting, in response to Senate resolution of December 20, 1887, copies of records relating to Captain Hall's Company of Oregon Volunteers.

WAR DEPARTMENT,
Washington City, December 29, 1887.

The PRESIDENT PRO TEMPORE UNITED STATES SENATE:

The Secretary of War has the honor to transmit to the United States Senate a report, dated the 20th instant, from the Adjutant-General, together with copies of reports from his office dated September 12, 1855, and January 11, 1886, embracing all matters found of record in that office relative to the company called "Captain Hall's Company of Oregon Volunteers," which it is alleged served in the Cayuse war in the Territory of Oregon, the same being transmitted in response to Senate resolution of the 20th instant directing the Secretary of War to report when said company was organized, where and when, if at all, mustered into the service of the United States, when disbanded, and the names of the persons respectively composing such company.

WILLIAM C. ENDICOTT,
Secretary of War.

WAR DEPARTMENT,
ADJUTANT-GENERAL'S OFFICE,
Washington, December 22, 1887.

SIR: I have the honor to return herewith a resolution of the Senate, dated the 20th instant, directing the Secretary of War to furnish a copy of all records in his Department relating to "Captain Hall's Company of Oregon Volunteers," and to invite attention to reports from this office to the Secretary of War, dated September 12, 1855, and January 11, 1886, respectively, copies herewith, embracing all matters found of record in this office relative to that company.

I am, sir, very respectfully, your obedient servant,

J. C. KELTON,
Acting Adjutant-General.

The SECRETARY OF WAR.

[Indorsement on letter (No. 76 O.) of governor of Oregon, dated August 1, 1855, transmitting names of soldiers of First Regiment, Oregon Riflemen, in 1847-'48.]

ADJUTANT-GENERAL'S OFFICE, *September 12, 1855.*

The list accompanying this letter purports to give the names and periods of service of those persons who were engaged in suppressing the difficulties with the Cayuse Indians in Oregon in 1847-'48. These difficulties occurred prior to the organization of a regular Territorial government for Oregon, the act concerning which was not passed till August 14, 1848.

By the act of July 27, 1854, \$75,000 were appropriated to defray "the actual and necessary expenses incurred by the provisional government of Oregon in defending the people of the said Territory from the attacks and hostilities of the Cayuse Indians;" but the execution of this act is confided wholly to the Treasury, and not to the War Department, it being provided "that all of said claims and accounts not heretofore adjusted shall be settled and adjusted at such place and in such manner as the Secretary of the Treasury may prescribe."

No rolls of these Oregon volunteers or militia have ever been received at this office, nor is anything known of their alleged services beyond what is contained in the list now furnished by Governor Curry, and this latter, for the reasons above stated, it would seem proper to transfer to the files of the Treasury Department.

Respectfully submitted.

S. COOPER,
Adjutant-General.

Hon. JEFFERSON DAVIS,
Secretary of War.

[Indorsement on letter of Hon. J. H. Mitchell, U. S. S., dated December 30, 1885 (330 V. S., 1886), submitting letter of S. A. Holcomb, asking what War Department records show in regard to Colonel Gilliam's services, also Captain Hall's first Company, Oregon Riflemen, in war against Cayuse Indians.]

WAR DEPARTMENT,
ADJUTANT-GENERAL'S OFFICE, *January 11, 1886.*

Respectfully returned to the Secretary of War.

The rolls of the force referred to are not on file in this office, but are supposed to be filed in the office of the Third Auditor of the Treasury, under the provisions of the act approved February 14, 1851, entitled "An act to settle and adjust the expenses of the people of Oregon in defending themselves from the attacks and hostilities of Cayuse Indians in the years 1847-'48."

R. C. DRUM,
Adjutant-General.

○

L E T T E R

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

Information relative to an appropriation for the public building at Fort Scott, Kans.

FEBRUARY 4, 1889.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, D. C., February 1, 1889.

SIR: I have the honor to forward herewith for appropriate action a copy of a letter from the Acting Supervising Architect, showing the necessity for a further appropriation of \$8,000 in order to provide suitable wainscoting and marble tiling in the custom-house and post-office at Fort Scott, Kans.

Respectfully, yours,

C. S. FAIRCHILD,
Secretary.

Hon. JOHN J. INGALLS,
President pro tempore United States Senate.

TREASURY DEPARTMENT,
OFFICE OF THE SUPERVISING ARCHITECT,
Washington, D. C., February 1, 1889.

SIR: I have the honor to call your attention to the condition of the custom-house and post-office building at Fort Scott, Kans.

The finish now provided for within the limit of appropriation fixed by Congress includes mastic asphalt instead of marble tiling in the corridors, also a plain base skirting instead of wainscoting in the principal rooms and corridors.

Senator P. B. Plumb, in a letter to this office under date of the 22d instant, suggests the advisability of putting in this wainscoting and marble tiling, and in order to do this a further appropriation of not less than \$8,000 will be required.

Respectfully, yours,

IRWIN B. LINTON,
Acting Supervising Architect.

Hon. C. S. FAIRCHILD,
Secretary of the Treasury, Washington, D. C.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

An agreement made with the Creek Indians.

FEBRUARY 6, 1889.—Read and referred to the Committee on Indian Affairs and ordered to be printed.

To the Congress :

I transmit herewith for approval and ratification, a provisional agreement lately entered into between the Government of the United States and the Creek Nation of Indians through their duly authorized representatives, and which has been approved by the national council of said Nation, by which agreement the title and interest of the said Creek Nation of Indians in and to all lands in the Indian Territory or elsewhere, except such as are held and occupied as the homes of said Nation, are ceded to the United States.

The 8th section of the Indian appropriation bill, approved March 3, 1885, authorized the President “to open negotiations with the Creeks, Seminoles, and Cherokees for the purpose of opening to settlement under the homestead laws the unassigned lands in the Indian Territory, ceded by them, respectively, to the United States, by the several treaties of August 11, 1866, March 21, 1866, and July 19, 1866.” This section also contains an appropriation in furtherance of its purpose, and requires that the action of the President thereunder should be reported to Congress.

The “unassigned” lands thus referred to should be construed to be those which have not been transferred by the United States in pursuance of the treaties mentioned in the section quoted.

The treaty with the Creeks is dated June 14, 1866. It was confirmed by a Senate resolution passed July 19, 1866, and was proclaimed August 11, 1866. (14 Stats., 785.)

The third article of the treaty makes a cession of lands in the following words:

In compliance with the desire of the United States to locate other Indians and freedmen thereon, the Creeks hereby cede and convey to the United States, to be sold to and used as homes for such other civilized Indians as the United States may choose to settle thereon, the west half of their entire domain, to be divided by a line

running north and south; the eastern half of said Creek lands, being retained by them shall, except as herein otherwise stipulated, be forever set apart as a home for said Creek Nation; and in consideration of said cession of the west half of their lands, estimated to contain three million two hundred and fifty thousand five hundred and sixty acres, the United States agree to pay the sum of thirty (30) cents per acre, amounting to nine hundred and seventy-five thousand one hundred and sixty-eight dollars.

The provision that the lands conveyed were "*to be sold to* and used as homes for such other civilized Indians," etc., has been steadily regarded as a limitation upon the grant made to the United States. Such a construction is admitted to be the true one in many ways, especially by the continual reservation of the ceded lands from settlement by the whites, by the sale of a portion of the same to Indians, by the use of other portions as the home of Indians, and also by various provisions in proposed legislation in Congress. Thus the bill now pending for the organization of Oklahoma provides for the payment to the Creeks and Seminoles of the ordinary Government price of \$1.25 per acre, less the amount heretofore paid.

The section of the law of 1885 first above quoted appears also to have been passed in contemplation not only of the existence of a claim on the part of the Creeks, but of the substantial foundation of that claim in equity, if not in law, and in acknowledgment of the duty of the Government to satisfactorily discharge the claim of the Indian people before putting the land to the free uses of settlement and territorial occupation by whites.

But it seems to have been considered that so far as the lands had been assigned they may fairly be taken to be such as under the treaty were "*to be sold.*" As to these, they having been assigned or "*sold*" in accordance with said treaty, the claim of the Creeks thereto has been entirely discharged, and the title from the United States passed unburdened with any condition or limitation to the grantees. This seems to be an entirely clear proposition.

The unassigned lands must be those which are unsold, because not only is that the fair significance of the term, as used technically in conveyancing, but because the limiting condition in the Creek treaty was that the lands should be sold to, as well as used as homes for, other Indians.

The total quantity of lands in the western half of the	Acres.
Creek Nation, and which were ceded in 1866, is.....	3, 402, 428. 88
The assigned lands as above defined are in three bodies:	
1. The Seminole country, by the treaty of	Acres.
1866	200, 000. 00
2. The Sac and Fox Reservation, sold and	
conveyed by article 6 of the treaty of	
Feb. 18, 1867 (15 Stats., 495), amount-	
ing to.....	479, 668. 05

3. The Pawnee Reservation, granted by section 4 of the act of Congress of April 10, 1876 (19 Stats., 29), for which the Government received the price allowed the Creeks, 30 cents per acre . . .

Acres.

53, 005. 94

Making a total of assigned or sold lands of

Acres.

732, 673. 99

And leaving as the total unassigned lands

2, 669, 754. 89

Of this total quantity of unassigned land which is subject to the negotiations provided for under the law of 1885, there should be a further division made in considering the sum which ought fairly to be paid in discharge of the Creek claim thereto.

I. In that part of these lands called the Oklahoma country, no Indians have been allowed to reside by any action of the Government, nor has any execution been attempted of the limiting condition of the cession of 1866.

The quantity of these lands carefully computed from the surveys is 1,392,704.70 acres.

II. The remainder of these unassigned lands has been appropriated, in some degree, to Indian uses, although still within the control of the Government.

Thus, by three executive orders, the following Indian reservations have been created :

1. By President Grant, August 10, 1869, the reservation of the Cheyennes and Arapahoes, which embraces of this land

Acres.

619, 450. 59

2. By President Arthur, August 15, 1883, the reservation for the Iowas, containing

228, 417. 67

3. By President Arthur, August 15, 1883, the Kickapoo Reservation, embracing

206, 465. 61

4. A tract set apart for the Pottawatomies by the treaty of February 27, 1867 (15 Stats., 531), followed by the act of May 23, 1872 (17 Stats., 159), by which individual allotments were authorized upon the tract, though but very few Indians have selected and paid for such allotments according to the provisions of that law.

The entire quantity of the Pottawatomie Reservation is

222, 716. 32

This shows the quantity of lands unassigned but to some extent appropriated to Indian uses by the Government amounting to

1, 277, 050. 19

For the lands which are not only unassigned, but are unoccupied and which have been in no way appropriated, it appears clearly just and right that a price of at least \$1.25 should be allowed to the Creeks. They held more than the ordinary Indian title, for they had a patent in

fee from the Government. The Osages of Kansas were allowed \$1.25 per acre upon giving up their reservation, and this land of the Creeks is reported, by those familiar with it, to be equal to any land in the country. Without regard to the present enhanced value of this land, and if reference be only had to the conditions when the cession was made, no less price ought to be paid for it than the ordinary Government price. Therefore, in this provisional agreement which has been made with the Creeks, the price of \$1.25 has been settled upon for such land, with the deduction of the 30 cents per acre, which has already been paid by the Government therefor.

As to the remainder of the unassigned lands, in view of the fact that some use has been made of them of the general character indicated by the treaty of 1866, and because some portion of them should be allotted to Indians under the general allotment act, and to cover the expenses of surveys and adjustments, a diminishment of 20 cents per acre has been acceded to. There is no difference in the character of the lands.

Thus, computing the unassigned and entirely unappropriated land, being the Oklahoma country, containing 1,392,704.70 acres, at 95 cents per acre, and the remainder which has been appropriated to the extent above stated being 1,277,050.19 acres, at 75 cents per acre, the total price stipulated in the agreement has been reached—\$2,280,857.10.

But as it was desirable that the Indian title should be beyond all question extinguished to all parts of the land ceded by the Creeks in 1866, with their full consent and understanding, the agreement of cession has been made to embrace a complete surrender of all claim to the western half of their domain, including the assigned as well as the unassigned lands, for the price named. So the agreement takes the form in the first article of such a cession, and in the second article is stipulated the price in gross, of all the lands and interests ceded with no detailed reference to the manner of its ascertainment.

The overtures which led to this agreement were made by representatives of the Creek Nation, who came here for that purpose. They were intelligent and evidently loyal to the interests of their people. The terms of the agreement were fully discussed and concessions were made by both parties. It was promptly confirmed by the National Council of the Creek Indians and its complete consummation only waits the approval of the Congress of the United States.

I am convinced that such ratification will be of decided benefit to the Government, and that the agreement is entirely free from any suspicion of unfairness or injustice towards the Indians.

I desire to call especial attention to the fact that, to become effective, the agreement must be ratified by the Congress prior to the 1st day of July, 1889.

The draft of an act of ratification is herewith submitted.

GROVER CLEVELAND.

EXECUTIVE MANSION, *February 5, 1889.*

ARTICLES OF AGREEMENT.

Articles of cession and agreement, made and concluded at the city of Washington on the nineteenth day of January, in the year of our Lord 1889, by and between the United States of America, represented by William F. Vilas, Secretary of the Interior, by and under direction of the President of the United States, and the Muscogee (or Creek) Nation of Indians, represented by Pleasant Porter, David M. Hodge, and Esparhecher, delegates and representatives thereunto duly authorized and empowered by the Principal Chief and National Council of the said Muscogee (or Creek) Nation.

Whereas, by a treaty of cession made and concluded by and between the said parties on the fourteenth day of June, 1866, the said Muscogee (or Creek) Nation, in compliance with the desire of the United States to locate other Indians and freedmen thereon, ceded and conveyed to the United States, to be sold to and used as homes for such other civilized Indians as the United States might choose to settle thereon, the west half of their entire domain, to be divided by a line running north and south, which should be surveyed as provided in the Eighth Article of the said treaty; the eastern half of the lands of the said Muscogee (or Creek) Nation to be retained by them as a home;

And whereas but a portion of said land so ceded for such use has been sold to Indians or assigned to their use, and the United States now desire that all of said ceded lands may be entirely freed from any limitation in respect to the use and enjoyment thereof, and all claims of the said Muscogee (or Creek) Nation to such lands may be surrendered and extinguished, as well as all other claims of whatsoever nature to any territory, except the aforesaid eastern half of their domain.

Now, therefore, these articles of cession and agreement, by and between the said contracting parties, witness:

I. The said Muscogee (or Creek) Nation, in consideration of the sum of money hereinafter mentioned, hereby absolutely cedes and grants to the United States, without reservation or condition, full and complete title to the entire western half of the domain of the said Muscogee (or Creek) Nation, lying west of the division line surveyed and established under the said treaty of 1866, and also grants and releases to the United States all and every claim, estate, right, or interest of any and every description in or to any and all land and territory whatever, except so much of the said former domain of the said Muscogee (or Creek) Nation as lies east of the said line of division, surveyed and established as aforesaid, and is now held and occupied as the home of said Nation.

II. In consideration whereof, and of the covenants herein otherwise contained, the United States agree to pay to the said Muscogee (or Creek) Nation the sum of two million two hundred and eighty thousand eight hundred and fifty-seven dollars and ten cents, whereof two hundred and eighty thousand eight hundred and fifty-seven dollars and ten cents shall be paid to the national treasurer of said Muscogee (or Creek) Nation, or to such other person as shall be duly authorized to receive the same, at such time and in such sums after the due ratification of this agreement (as hereinafter provided) as shall be directed and required by the national council of said nation, and the remaining sum of two million dollars shall be set apart and remain in the Treasury of the United States to the credit of the said nation, and shall bear interest at the rate of five per centum per annum from and after the first day of July, 1889, to be paid to the treasurer of said nation, and to be judiciously applied, under the direction of the legislative council thereof, to the support of their government, the maintenance of schools and educational establishments, and such other objects as may be designed to promote the welfare and happiness of the people of the said Muscogee (or Creek) Nation, subject to the discretionary direction of the Congress of the United States: *Provided*, That the Congress of the United States may, at any time pay over to the said Muscogee (or Creek) Nation the whole, or, from time to time, any part of said principal sum, or of any principal sum belonging to said nation, held in the Treasury of the United States, and thereupon terminate the obligation of the United States in respect thereto and in respect to any further interest upon so much of said principal as shall be so paid and discharged.

III. It is stipulated and agreed, that henceforth especial effort shall be made by the Creek Nation to promote the education of the youth thereof and extend their useful knowledge and skill in the arts of civilization; and the said nation agrees that it will devote not less than fifty thousand dollars, annually, of its income, derived hereunder, to the establishment and maintenance of schools and other means calculated to advance the end; and of this annual sum at least ten thousand dollars shall be applied to the education of orphan children of said nation.

IV. These articles of cession and agreement shall be of no force or obligation upon either party until they shall be ratified and confirmed, first by act of the national council of said Muscogee (or Creek) Nation, and secondly by the Congress of the United States, nor unless such ratification shall be on both sides made and completed before the first day of July, A. D. 1889.

V. No treaty or agreement heretofore made and now subsisting is hereby affected except so far as the provisions hereof supersede and control the same.

In testimony whereof, we, the said William F. Vilas, Secretary of the Interior, on the part of the United States, and the said Pleasant Porter, David M. Hodge, and Esparhecher, delegates of the Muscogee (or Creek) Nation, have hereunto set our hands and seals, at the place and on the day first above written, in duplicate.

[SEAL.]

WILLIAM F. VILAS,
Secretary of the Interior.

[SEAL.]

PLEASANT PORTER.

[SEAL.]

DAVID M. HODGE.

[SEAL.]

ESPARHECHER, his x mark.

In presence of:

JOHN P. HUME.

ROBERT V. BELT.

A BILL to ratify and confirm an agreement with the Muscogee (or Creek) Nation of Indians in the Indian Territory, and for other purposes.

Whereas it is provided by section eight of the act of March third, eighteen hundred and eighty-five, entitled "An act making appropriations for the current and contingent expenses of the Indian Department, and for fulfilling treaty stipulations with various Indian tribes, for the year ending June thirtieth, eighteen hundred and eighty-six, and for other purposes," "that the President is hereby authorized to open negotiations with the Creeks, Seminoles, and Cherokees for the purpose of opening to settlement under the homestead laws the unassigned lands in said Indian Territory ceded by them respectively to the United States by the several treaties of August eleventh, eighteen hundred and sixty-six, March twenty-first, eighteen hundred and sixty-six, and July nineteenth, eighteen hundred and sixty-six; and for that purpose the sum of five thousand dollars, or so much thereof as may be necessary, be, and the same is hereby, appropriated out of any money in the Treasury not otherwise appropriated; his action hereunder to be reported to Congress;" and

Whereas William F. Vilas, Secretary of the Interior, by and under the direction of the President of the United States, on the part of the United States, and the Muscogee (or Creek) Nation of Indians, represented by Pleasant Porter, David M. Hodge, and Esparhecher, delegates and representatives thereto duly authorized and empowered by the Principal Chief and National Council of the said Muscogee (or Creek) Nation, did, on the nineteenth day of January, anno Domini eighteen hundred and eighty-nine, enter into and conclude articles of cession and agreement, which said cession and agreement is in words as follows:

Articles of cession and agreement made and concluded at the city of Washington on the nineteenth day of January, in the year of our Lord 1889, by and between the United States of America, represented by William F. Vilas, Secretary of the Interior, by and under direction of the President of the United States, and the Muscogee (or Creek) Nation of Indians, represented by Pleasant Porter, David M. Hodge, and Esparhecher, delegates and representatives thereunto duly authorized and empowered by the principal chief and national council of the said Muscogee (or Creek) Nation.

Whereas by a treaty of cession made and concluded by and between the said parties on the fourteenth day of June, 1866, the said Muscogee (or Creek) Nation, in compliance with the desire of the United States to locate other Indians and freedmen thereon, ceded and conveyed to the United States, to be sold to and used as homes for such other civilized Indians as the United States might choose to settle thereon, the west half of their entire domain, to be divided by a line running north and south, which should be surveyed as provided in the eighth article of the said treaty; the eastern half of the lands of the said Muscogee (or Creek) Nation to be retained by them as a home;

And whereas but a portion of said lands so ceded for such use has been sold to Indians or assigned to their use, and the United States now desire that all of said ceded lands may be entirely freed from any limitation in respect to the use and enjoyment thereof and all claims of the said Muscogee (or Creek) Nation to such lands may be surrendered and extinguished, as well as all other claims of whatsoever nature to any territory except the aforesaid eastern half of their domain;

Now, therefore, these articles of cession and agreement, by and between the said contracting parties, witness:

I. The said Muscogee (or Creek) Nation, in consideration of the sum of money hereinafter mentioned, hereby absolutely cedes and grants to the United States, without reservation or condition, full and complete title to the entire western half of the domain of the said Muscogee (or Creek) Nation lying west of the division line

surveyed and established under the said treaty of 1866, and also grants and releases to the United States all and every claim, estate, right or interest of any and every description in or to any and all land and territory whatever, except so much of the said former domain of the said Muscogee (or Creek) Nation as lies east of the said line of division, surveyed and established as aforesaid, and is now held and occupied as the home of said Nation.

II. In consideration whereof, and of the covenants herein otherwise contained, the United States agree to pay to the said Muscogee (or Creek) Nation the sum of two million two hundred and eighty thousand eight hundred and fifty-seven dollars and ten cents, whereof two hundred and eighty thousand eight hundred and fifty-seven dollars and ten cents shall be paid to the national treasurer of said Muscogee (or Creek) Nation or to such other person as shall be duly authorized to receive the same, at such times and in such sums after the due ratification of this agreement (as hereinafter provided) as shall be directed and required by the national council of said nation, and the remaining sum of two million dollars shall be set apart and remain in the Treasury of the United States to the credit of the said nation, and shall bear interest at the rate of five per centum per annum from and after the first day of July, 1889, to be paid to the treasurer of said nation and to be judiciously applied, under the direction of the legislative council thereof, to the support of their government, the maintenance of schools and educational establishments, and such other objects as may be designed to promote the welfare and happiness of the people of the said Muscogee (or Creek) Nation, subject to the discretionary direction of the Congress of the United States: *Provided*, That the Congress of the United States may at any time pay over to the said Muscogee (or Creek) Nation the whole, or, from time to time, any part of said principal sum, or of any principal sum belonging to said nation held in the Treasury of the United States, and thereupon terminate the obligation of the United States in respect thereto and in respect to any further interest upon so much of said principal as shall be so paid and discharged.

III. It is stipulated and agreed that henceforth especial effort shall be made by the Creek Nation to promote the education of the youth thereof and extend their useful knowledge and skill in the arts of civilization; and the said nation agrees that it will devote not less than fifty thousand dollars, annually, of its income, derived hereunder, to the establishment and maintenance of schools and other means calculated to advance the end; and of this annual sum at least ten thousand dollars shall be applied to the education of orphan children of said nation.

IV. These articles of cession and agreement shall be of no force or obligation upon either party until they shall be ratified and confirmed, first by act of the national council of said Muscogee (or Creek) Nation, and secondly by the Congress of the United States, nor unless such ratification shall be on both sides made and completed before the first day of July, A. D. 1889.

V. No treaty or agreement heretofore made and now subsisting is hereby affected, except so far as the provisions hereof supersede and control the same.

In testimony whereof, we, the said William F. Vilas, Secretary of the Interior, on the part of the United States, and the said Pleasant Porter, David M. Hodge, and Esparhecher, delegates of the Muscogee (or Creek) Nation, have hereunto set our hands and seals, at the place and on the day first above written, in duplicate.

[SEAL.]

WILLIAM F. VILAS,
Secretary of the Interior.

[SEAL.]

PLEASANT PORTER,

[SEAL.]

DAVID M. HODGE,

[SEAL.]

ESPARHECHER, his x mark.

In presence of:

JOHN P. HUME,
ROBERT V. BELT.

Whereas, the Muscogee (or Creek) Nation of Indians has accepted, ratified, and confirmed said articles of cession and agreement by act of its national council, approved by the principal chief of said nation on the thirty-first day of January, anno Domini eighteen hundred and eighty-nine, wherein it is provided that the grant and cession of land and territory therein made shall take effect when the same shall be ratified and confirmed by the Congress of the United States of America: Therefore,

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That said articles of cession and agreement are hereby accepted, ratified, and confirmed.

SEC. 2. That for the purpose of carrying out the terms of said articles of cession and agreement the sum of two million two hundred and eighty thousand eight hundred and fifty-seven dollars and ten cents is hereby appropriated.

SEC. 3. The Secretary of the Treasury is hereby authorized and directed to pay out of the appropriation hereby made, the sum of two hundred and eighty thousand eight

hundred and fifty-seven dollars and ten cents, to the national treasurer of said Muscogee (or Creek) Nation, or to such person as shall be duly authorized to receive the same, at such time and in such sums as shall be directed and required by the national council of said nation, and the Secretary of the Treasury is hereby further authorized and directed to place the remaining sum of two million dollars in the Treasury of the United States to the credit of said Muscogee (or Creek) Nation of Indians to be held for, and as provided in said articles of cession and agreement, and to bear interest at the rate of five per centum per annum, from and after the first day of July, anno Domini eighteen hundred and eighty-nine; said interest to be paid to the treasurer of said nation annually.

O

L E T T E R

FROM

THE ACTING SECRETARY OF THE TREASURY.

TRANSMITTING

Estimate for purchase of right of way to Point Sur Light Station.

FEBRUARY 6, 1889.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT, *February 4, 1889.*

SIR: I have the honor to transmit herewith, for the consideration of Congress, copy of a communication from the Light-House Board of December 26, 1888, submitting an estimate for an appropriation of \$1,500 to purchase a right of way to the light station at Point Sur, California.

Respectfully, yours,

HUGH S. THOMPSON,
Acting Secretary.

The PRESIDENT PRO TEMPORE, U. S. SENATE.

TREASURY DEPARTMENT,
OFFICE OF THE LIGHT-HOUSE BOARD,
Washington, December 26, 1888.

SIR: The Board has the honor to call your further attention to the matter mentioned in its letter of the 6th November last, relative to the right of way to the light station at Point Sur, California.

In letter from your office of the 13th instant, the Board was informed that the honorable the Attorney-General holds the opinion that, inasmuch as the grounds of the station are wholly surrounded by the open sea (itself a public highway) excepting only the east side, which adjoins the land referred to, it does not appear that a right of way by necessity exists in the premises.

The station is so situated that a landing upon the light-house site is difficult and dangerous, and it would therefore be a most precarious method of procuring the regular supplies necessary for the proper maintenance of the light. Beside this it is necessary to secure a supply of fresh water for the fog-signal, which can not be had upon the light-house reservation.

The owners of the adjoining property offer a right of way to the nearest road, together with the right to use a spring of water, for the

2 RIGHT OF WAY TO POINT SUR LIGHT STATION, CAL.

sum of \$1,500, and although this is above its value, the expense of condemnation will be so great and the delay so disadvantageous to the service that it will be better for the purchase to be made at once.

The Board therefore requests that Congress be asked to appropriate that sum for the purposes above set forth.

Respectfully, yours,

S. C. ROWAN,
Vice-Admiral U. S. Navy, Chairman.

The SECRETARY OF THE TREASURY.

○

L E T T E R

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING,

*In response to Senate resolution of January 30, 1889, information touching
the sinking-fund credit of the Union and Central Pacific Railroads.*

FEBRUARY 6, 1889.—Referred to the Select Committee on the Pacific Railroads and
ordered to be printed.

TREASURY DEPARTMENT,
February 5, 1889.

SIR: In compliance with the resolution of the Senate of January 30,
1889—

That the Secretary of the Treasury be, and he is hereby, directed to inform the Senate as to the amounts, respectively, in the sinking fund to the credit of the Union Pacific and Central Pacific Railroad Companies, respectively, on the 1st day of February, 1889, under the operation of what is commonly known as the "Thurman sinking-fund act;" stating the amounts of each invested in bonds, the character of bonds, and the amounts in cash to the credit of each company on said date, together with a statement of the market value in cash of the bonds to the credit of each of such companies on said date, and the difference in amount, if any, between such present cash value, including the cash on hand, and the amount of cash that would have been in such fund to the credit of each of such companies on February 1, 1889, provided no investments whatever in bonds had been made of any portion of such funds—

I have the honor to transmit herewith a statement showing the information called for by said resolution.

Respectfully, yours,

C. S. FAIRCHILD,
Secretary.

The PRESIDENT PRO TEMPORE U. S. SENATE.

2 SINKING-FUND CREDIT UNION AND CENTRAL PACIFIC RAILROADS.

Sinking funds, Pacific railroads.

	Investments.		Receipts.
	Face value.	Market value February 1, 1889.	
UNION PACIFIC.			
Government transportation withheld under act of May 7, 1888.....			\$6,351,875.45
Cash payments by the company under section 4.....			1,421,714.46
Total			7,773,589.91
Funded loan of 1907.....	\$4,478,650.00	\$5,721,475.37	
United States currency sixes.....	1,043,000.00	1,334,730.00	
Union Pacific, first mortgage.....	1,535,000.00	1,756,810.00	
Central Pacific, first mortgage.....	179,000.00	203,585.00	
Cash uninvested.....	13,840.40	13,840.40	
Total	7,249,490.40		9,030,440.77
Increase by reason of investments.....			1,256,850.86
CENTRAL PACIFIC.			
Government transportation withheld under act of May 7, 1878.....			2,835,688.75
Cash payments by the company under section 4			633,992.48
Total.....			3,469,681.23
United States currency sixes.....	2,584,000.00	3,143,335.00	
Central Pacific, first mortgage.....	303,090.00	346,325.00	
Union Pacific, first mortgage.....	290,000.00	331,242.50	
Cash uninvested	883.47	883.47	
Total.....	3,141,883.47		3,821,785.97
Increase by reason of investments.....			352,104.74

L E T T E R

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING,

In response to Senate resolution of December 18, 1888, information relative to certain appointments.

FEBRUARY 6, 1889.—Referred to the Select Committee to Examine the Condition of the Civil Service and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, D. C., February 5, 1889.

SIR: In response to a resolution of the Senate, dated December 18, 1888, I have the honor to transmit herewith a statement of officers and employes who have been appointed or promoted within the classified customs service without competitive examination between March 1, 1888, and January 15, 1889.

Respectfully, yours,

C. S. FAIRCHILD,
Secretary.

Hon. JOHN J. INGALLS,
President of the Senate pro tempore.

Statement of officers and employes who have been appointed or promoted within the classified customs service without competitive examination between March 1, 1888, and January 15, 1889.

[p. a. signifies per annum ; p. d. per diem ; * denotes date of appointment ; † date of promotion.]

Name.	Designation.	Salary.	Date of appointment and promotion.	Remarks.
PORT OF NEW YORK.				
<i>Collector's office.</i>				
McCall, Ambrose C....	Assistant cashier of collector, class 4.	p. a. \$2,000. 00	*May 5, 1888	
Scully, Patrick J	Teller, class 4.....	p. a. 2,000. 00	*July 25, 1888	On non-competitive examination, by Presidential order of June 5, 1888.
Daley, Edward	Engineer, class 1	p. a. 1,200. 00	*July 27, 1888	Without examination.
Goggin, Thomas W....	Book-binder, class 1...	p. a. 1,200. 00	*Nov. 10, 1888	Excepted from examination—executive order November 1, 1888, amending special customs rule No. 1.

Statement of officers and employes who have been appointed or promoted within the classified customs service without competitive examination, etc.—Continued.

Name.	Designation.	Salary.	Date of appointment and promotion.	Remarks.
PORT OF NEW YORK—continued.				
<i>Collector's office—Cont'd.</i>				
Warriner, Chester G...	Stenographer, class 2.	p. a. \$1,500.00	† Nov. 14, 1888	From class 1—authorized by U. S. Civil Service Commission, November 8, 1888.
McDonald, John K.....	do	p. a. 1,500.00	† Nov. 14, 1888	From class 1—authorized by U. S. Civil Service Commission, November 8, 1888.
BALTIMORE, MD.				
<i>Collector's office.</i>				
Schaefer, John B.....	Fireman, class A	p. d. 3.00	* May 5, 1888	
Blair, William J.....	Clerk and store-keeper, class 4.	p. a. 1,800.00	† Dec. 8, 1888	From class 3.
Raphun, Chas. W.....	Clerk, class 4.....	p. a. 1,800.00	† Dec. 8, 1888	From class 3.
Pitts, Wm. J.....	Clerk, class 3.....	p. a. 1,600.00	† Dec. 8, 1888	From class 2.
Arnold, T. Reese.....	Clerk, class 2.....	p. a. 1,400.00	† Dec. 8, 1888	From class 1.
<i>Naval office.</i>				
Penn, Rich'd J.....	Clerk, class 3.....	p. a. 1,600.00	† June 21, 1888	From class 2.
Hazen, Aaron W.....	Clerk, class 2.....	p. a. 1,400.00	† June 29, 1888	From class 1.
Peterson, Thos. F.....	Clerk, class 1.....	p. a. 1,200.00	† June 29, 1888	From class A.
Foster, J. Nelson.....	Clerk, class 3.....	p. a. 1,600.00	† Jan. 12, 1889	From class 2.
Peterson, Thos. F.....	Clerk, class 2.....	p. a. 1,400.00	† Jan. 12, 1889	From class 1.
BOSTON, MASS.				
<i>Collector's office.</i>				
Goodrich, Fred'k E....	Secretary and chief clerk, class 4.	p. a. 2,500.00	* Mar. 2, 1888	
Mason, Paul Curtis....	Assistant weigher, class 3.	p. a. 1,600.00	† Mar. 22, 1888	From class 2.
Fitzgerald, J. F.....	Clerk, class 1.....	p. a. 1,200.00	† Apr. 24, 1888	From class A.
Perkins, John L.....	Clerk, class 1.....	p. a. 1,200.00	† Apr. 24, 1888	From class A.
Arrington, James.....	Store-keeper, class 2..	p. a. 1,400.00	† Apr. 25, 1888	Do.
Sullivan, Simon E.....	Inspector, class 2.....	p. d. 4.00	† May 3, 1888	Do.
Buxton, Wm. E.....	Asst. weigher, class 2.	p. d. 4.00	† May 5, 1888	Do.
Foss, Warren H.....	Store-keeper, class 2..	p. a. 1,400.00	† June 23, 1888	Do.
Brenner, James C.....	Asst. weigher, class 2.	p. d. 4.00	† July 31, 1888	Do.
Shea, James B.....	do	p. d. 4.00	† July 31, 1888	From class 1.
Gilman, Chas. F.....	Clerk, class 1.....	p. a. 1,200.00	† Aug. 27, 1888	From class A.
Deegan, John T.....	do	p. a. 1,200.00	† Aug. 27, 1888	Do.
Fitzmaurice, Timothy..	Inspector, class 2.....	p. d. 4.00	† Sept. 4, 1888	Do.
Dewey, Emma L.....	Clerk, class 1.....	p. a. 1,200.00	† Sept. 15, 1888	Do.
King, Charles F.....	Clerk and store-keeper, class 3.	p. a. 1,600.00	† Nov. 24, 1888	From class 2.
Ahern, Richard A.....	Inspector, class 2.....	p. d. 4.00	† Dec. 7, 1888	From class A.
Keenan, George C.....	do	p. d. 4.00	† May 3, 1888	Do.
<i>Naval office.</i>				
Keefe, Thomas.....	Assistant deputy naval officer, class 4.	p. a. 2,000.00	* Aug. 28, 1888	Special rule, August 10, 1888.
Noone, Joseph F.....	Clerk, class 2.....	p. a. 1,400.00	† Dec. 19, 1888	From class 1.
Webber, Ned D.....	Clerk, class 1.....	p. a. 1,200.00	† Dec. 20, 1888	From class A.
Brown, Leonard B.....	Clerk, class 4.....	p. a. 1,800.00	† Jan. 19, 1889	From class 3.
<i>Appraiser's office.</i>				
Kingman, Arthur H...	Examiner, class 1.....	p. a. 1,200.00	† Nov. 9, 1888	From class A.
Soule, Charles S.....	Examiner, class 3.....	p. a. 1,600.00	† Jan. 7, 1889	From class 2.
PHILADELPHIA, PA.				
<i>Collector's office.</i>				
Clemens, Timothy B...	Clerk, class 2.....	p. a. 1,400.00	† June 13, 1888	From class 1.
Biddle, Dillon.....	Asst. cashier, class 4..	p. a. 2,000.00	† Oct. 4, 1888	From class 3.
Baird, Rich'd Loper...	Act'g dep. col. and chief div., class 4.	p. a. 2,000.00	* Jan. 23, 1889	

APPOINTMENTS IN CUSTOMS SERVICE.

3

Statement of officers and employes who have been appointed or promoted within the classified customs service without competitive examination, etc.—Continued.

Name.	Designation.	Salary.	Date of appointment and promotion.	Remarks.
PHILADELPHIA, PA.— continued.				
<i>Appraiser's office.</i>				
Walls, James P	Examiner, class 4	p. a. \$1, 800. 00	† July 7, 1888	From class 2.
Cannon, Thomas	do	p. a. 1, 800. 00	† July 7, 1888	Do.
Keegan, Robert J	do	p. a. 1, 800. 00	† July 7, 1888	Do.
Baker, William B	Examiner, class 2	p. a. 1, 500. 00	† July 7, 1888	From class 1.
SAN FRANCISCO, CAL.				
<i>Collector's office.</i>				
Tobin, John J	Inspector, class 2	p. d. 4. 00	† April 9, 1888	From class A.
Hughes, Wm. H	do	p. d. 4. 00	† May 7, 1888	Do.
Riley, John F	Clerk, class 4	p. a. 1, 800. 00	† Aug. 14, 1888	From class 3.
Matteson, Erastus P	Clerk, class 3	p. a. 1, 600. 00	† Aug. 14, 1888	From class 2.
Farmer, Henry E	Clerk, class 4	p. a. 1, 800. 00	† Aug. 14, 1888	From class 3.
Brosnan, James A	Clerk, class 3	p. a. 1, 600. 00	† Aug. 14, 1888	From class 2.
Limbaugh, Wm. A	Clerk, class 2	p. a. 1, 400. 00	† Aug. 14, 1888	From class 1.
Limbaugh, Wm. A	Clerk, class 3	p. a. 1, 600. 00	† Nov. 10, 1888	From class 2.
Wand, Wm. P	Clerk, class 2	p. a. 1, 400. 00	† Nov. 10, 1888	From class 1.
Beal, Charles R	Inspector, class 2	p. d. 4. 00	† Nov. 10, 1888	From class A.
Sharp, Arthur McN	do	p. d. 4. 00	† Dec. 18, 1888	Do.
DETROIT, MICH.				
Guiney, Benj. F	Cashier, class 4	p. a. 1, 800. 00	* Aug. 6, 1888	
NEW ORLEANS, LA.				
<i>Collector's office.</i>				
Kelly, Joseph	Clerk, class 1	p. a. 1, 200. 00	† Aug. 14, 1888	From class A.
Boylan, Washington G	Weigher, class 4	p. a. 1, 800. 00	† Aug. 21, 1888	From class 1.
Moore, Calvin H	Secretary and chief clerk, class 4.	p. a. 2, 200. 00	* Sept. 25, 1888	
Michelet, Louis E	Clerk, class 2	p. a. 1, 400. 00	† Oct. 27, 1888	From class 1.
Bunce, William F	Clerk, class 1	p. a. 1, 200. 00	† Oct. 27, 1888	From class A.
Calmes, John S	Clerk, class 3	p. a. 1, 600. 00	† Dec. 20, 1888	From class 2.
Bunce, William F	Clerk, class 2	p. a. 1, 400. 00	† Dec. 20, 1888	From class 1.
<i>Surveyor's office.</i>				
Moore, Calvin H	Deputy surveyor, class 4	p. a. 2, 500. 00	* July 31, 1888	
Fish, William J	do	p. a. 2, 500. 00	* Sept. 22, 1888	
CHICAGO, ILL.				
Wallace, George W. R	Chief examiner, class 3.	p. a. 1, 700. 00	† July 10, 1888	From class 1.
Adams, Samuel M	Clerk, class 1	p. a. 1, 200. 00	† July 10, 1888	From class A.
Bonheim, Berthold B	Examiner, class 2	p. a. 1, 400. 00	† July 10, 1888	From class 1.
Byrne, Edward	Inspector, class 1	p. d. 3. 50	† July 3, 1888	From class A.
Lynch, Thomas F	do	p. d. 3. 50	† July 3, 1888	Do.
O'Gallagher, Francis B	do	p. d. 3. 50	† Oct. 23, 1888	Do.
BURLINGTON, VT.				
None .....	.....	.....	.....	.....
PORT HURON, MICH.				
O'Donnell, O'Brien	Deputy collector and inspector, class A.	p. a. 930. 00	* Mar. 19, 1888	
Wright, Pulteney M	Deputy collector and cashier, class 2.	p. a. 1, 500. 00	† Mar. 19, 1888	From class 1.
Stevenson, Alber. E	Deputy collector and inspector, class 1.	p. a. 1, 200. 00	† Mar. 26, 1888	From class A.
PORTLAND, ME.				
None .....	.....	.....	.....	.....

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

Information relative to affairs in Samoa.

FEBRUARY 8, 1889.—Read and referred to the Committee on Foreign Relations and ordered to be printed.

To the Senate and House of Representatives :

I transmit herewith a further report of the Secretary of State with accompanying correspondence relating to Samoa, and the joint protocols of the conferences held in this city in the summer of 1887, to the publication of which the Governments of Germany and Great Britain have consented.

GROVER CLEVELAND.

EXECUTIVE MANSION,
Washington, February 8, 1889.

To the PRESIDENT :

In further supplement to the information heretofore laid by you before the Congress in relation to affairs in Samoa—your last message being under date of February 1—the undersigned now has the honor to submit, with a view of their transmission to Congress, certain documents and correspondence on the subject referred to.

The inclosures consist of the reply of our minister at Berlin to my telegraphic instructions of January 31, 1889, and a note from me to Count Arco, the German minister, in relation thereto under date of February 1, 1889.

The proposal of Prince Bismarck for a resumption of the conference of 1887, between the representatives of the three treaty powers for the pacification of Samoa, on the basis of native independence, and the equality of rights among the treaty powers, and my response, under your instructions, thereto.

I have also the honor to report that the Governments of Germany and Great Britain have expressed their consent to the publication of the joint protocols of the conference held in this city in the summer of 1887, and which was suspended at my suggestion, for reasons stated, on July 26, 1887.

The subject of our relations to Samoa, and our rights and duties under treaty stipulations with that country—and with the other treaty powers of Great Britain and Germany, under the comity of international

law--having been placed by you before the Congress, it seems proper that the fullest information in the hands of the Executive should be furnished, and the agreement to consider the discussions of the conference of 1887 as confidential, has alone caused the papers now sent to have been up to this time withheld from publication.

Respectfully submitted.

T. F. BAYARD.

DEPARTMENT OF STATE,
Washington, February 7, 1889.

LIST OF INCLOSURES.

- No. 1. Mr. Pendleton to Mr. Bayard. Telegram. February 1, 1889.
- No. 2. Mr. Bayard to Count Arco. February 1, 1889.
- No. 3. Prince Bismarck to Count Arco, read to Mr. Bayard February 4, 1889.
- No. 4. Mr. Bayard to Count Arco, February 5, 1889.
- No. 5. Protocol of first Samoan conference, June 25, 1887.
- No. 6. Protocol of second Samoan conference, July 2, 1887.
- No. 7. Protocol of third Samoan conference, July 9, 1887.
- No. 8. Protocol of fourth Samoan conference, July 16, 1887.
- No. 9. Protocol of sixth Samoan conference, July 21, 1887.
- No. 10. Protocol of sixth Samoan conference, July 26, 1887.

No. 1.

Mr. Pendleton to Mr. Bayard.

[Telegram.]

LEGATION OF THE UNITED STATES,
Berlin, February 1, 1889.

A telegram from Mr. Pendleton on February 1, 1889, informed the Department that the reported action of the German consul at Apia, who, it appeared, against the protest of the British consul, had declared foreigners under martial law, was contrary to instructions, was regretted, and had been rebuked, and that the German Government would adhere strictly to treaty status. Mr. Pendleton added that this statement from the German secretary of state for foreign affairs anticipated the representations Mr. Pendleton was instructed to make, and he would therefore withhold them for the present.

No. 2.

Mr. Bayard to Count Arco.

DEPARTMENT OF STATE,
Washington, February 1, 1889.

MY DEAR COUNT ARCO: Referring to my note of yesterday, I have now the pleasure to inform you that a telegram just received from Mr. Pendleton, at Berlin, states that the object of my instruction to him in

reference to the declaration of martial law by the German consul at Apia had been anticipated, and at the foreign office he had been informed that the assumptions of the German consul at Apia were disavowed, and that such action, if it had been taken, was regretted and rebuked by the German Government.

This was wholly in the line of the note verbale you read me this morning.

Believe me, very truly, yours,

T. F. BAYARD.

No. 3.

Prince Bismarck to Count Arco.

[Memorandum of instructions of Prince Bismarck to the minister of Germany read by the latter to the Secretary of State, February 4, 1889.]

The present situation in Samoa regarding the interests of the three treaty powers renders it necessary to renew the attempt to bring the future of those islands to an understanding.

The position of the three treaty powers in the civilized world makes it their duty to stop the bloody combat accompanied by barbarous customs of those not numerous tribes, for whose welfare, according to the judgment of the civilized world, it is a duty of the treaty powers to provide.

Prince Bismarck in consequence considers it a duty of the participating governments to put an end, by the agreement of the treaty powers, to the troubles which have originated in Samoa, and by restitution of peace among the Samoans themselves, and so make an end of future bloodshed and the horrors of a civil war conducted with barbarous cruelty among the natives.

The best remedy seems to be a resumption of the consultation which took place between the representatives of Germany, England, and the United States in the year 1887, at Washington, and at that time adjourned without any possibility of their representatives coming to any agreement.

In consequence, I have been requested by Prince Bismarck to propose to you to resume with Germany and the British Government the consultation regarding the Samoan question.

The last conference took place at Washington. According to the equal rights of the three treaty powers, it seems proper that the place for the negotiations should change in regular turn. Based upon this opinion, I am directed to invite the Government of the United States to a conference regarding Samoa to take place at Berlin, and a similar invitation has been sent to the British Government.

I am also directed to declare that any supposition that Germany would not feel satisfied with a neutral position in the Samoan Islands is unfounded, as we have already declared in the last conference (of 1887) it is neither our intention to put in question the independence of the island group nor the equal rights of the treaty powers. We simply desire to create a condition which offers permanent security for bringing to an end bloodshed and decapitation, and which grants permanent safety to the commercial interests of the three treaty powers in Samoa.

No. 4.

Mr. Bayard to Court Arco.

DEPARTMENT OF STATE,
Washington, February 5, 1889.

SIR: The President having been made acquainted fully with the tenor of the instructions received by you from Prince Bismarck and read by you yesterday for my transcription, he requests me to say that he fully shares in the desire expressed by the Prince Chancellor to bring the blessings of peace and order to the remote and feeble community of semi-civilized people inhabiting the islands of Samoa; and that he clearly recognizes the duty of the powerful nations of Christendom to deal with these people in a spirit of magnanimity and benevolence.

On behalf of the United States Government, the President instructs me to express his acceptance of the proposal of the Government of Germany to resume the consultation held in this city between the representatives of the United States, Germany, and Great Britain, which was suspended on the 26th day of July, 1887, such consultation to be renewed, as it was undertaken, for the purpose of establishing peace and an orderly stable government in the Samoan Islands, on the basis of their recognized independence and the equal rights of the three treaty powers. The resumption of such conference as it is now proposed by Prince Bismarck upon the general lines advanced by each of the three powers, as set forth in the protocols of the conference as far as it has progressed, and embracing certain points of agreement, appears to present a hopeful prospect for securing the welfare of the Samoan people, and such a neutralization of territorial jurisdiction as will prevent preponderant control by any nation and secure equal rights of commerce and navigation to all.

The sooner this conference can be resumed the better. And in view of the late deplorable scenes of bloodshed which have been exhibited upon Samoan soil, entailing deeply regrettable loss to Germany, it appears to be essential that a truce should be forthwith proclaimed and further armed action should be arrested. A contention of arms by such a scanty band as the Samoans against the vast armaments of Germany, has, of course, but one result assured in advance, and would be manifestly futile. There is no feature of equality in such a struggle.

As the assurance of Prince Bismarck that the pacification of the Samoan group and the occupation of a neutral position are his only objects, is as frankly accepted by the United States as it is tendered by Germany, it is suggested in furtherance of the desired result of the conference that instructions to suspend belligerent action and await the action of such conference, should at once be telegraphed to their respective officers in Samoa by the three treaty powers.

To continue to prosecute a war of destruction and reprisal, even upon admitted provocation, would surely not consist with the objects of any of the three powers. It is hoped, therefore, that orders of the nature indicated will be forwarded to Samoa without delay.

The announcement of the conference between the treaty powers, it is confidently expected, will at once cause a cessation of hostility among the natives. And their speedy election of a king would certainly be a long step towards harmony. Except as the condition may be changed by a free election of a king by the natives, it is deemed essential that affairs in Samoa should remain *in statu quo* pending the conference.

If we may indulge the hope which the adoption of these suggestions promises for a successful issue of the conference, the Government of the United States will at once take steps to be properly represented at the meetings of such conference in Berlin.

The statements you read to me as emanating from the German consul at Samoa, in which he finds fault with the conduct of Captain Leary of the *Nipsic*, and of Mr. Blacklock, the United States consul, as violative of the instructions of this Government to maintain an impartial attitude in the conflicts in Samoa, do not appear to be substantiated by an averment of any personal knowledge of the facts, but must have been based upon information and belief only, or are reported at second hand, and must be classed as merely hearsay evidence.

These conflicting statements of the German consul will be brought to the attention of Captain Leary and Mr. Blacklock, and their reply will be communicated. Much allowance must be made for the excitement prevailing in Samoa, which is not favorable to accuracy or moderation of statement, especially of those concerned as actors.

Accept, sir, a renewed assurance of my highest consideration.

T. F. BAYARD.

No. 5.

Protocol of first Samoan conference.

Confidential.]

DEPARTMENT OF STATE,
Washington, June 25, 1887.

The conference was formally opened by Mr. Bayard inquiring whether the British and German ministers had received his note inclosing a draught of a plan for the settlement of Samoan affairs, and whether they had prepared any comments upon it. Both had received it.

Mr. von Alvensleben then stated that he had made a memorandum, which he would read, but could not give out of his hand. His Government had sent him general instructions before knowing Mr. Bayard's suggestions, and those instructions, therefore, did not cover all the different points suggested. He was, however, willing that the views of his Government should be put down in the protocol of the conference as he read them.

Mr. Bayard said the conference was suggested a year ago; that the three Governments had sent out commissioners to make investigation and report; that reports had been made and exchanged; that an expression of the views of the United States had been desired; that an informal conference had been held, which ended in the request by the ministers of Great Britain and Germany that those views should be reduced to writing; that this had been done, and the plan placed in their hands, and that it seemed proper that the views of the other two Governments should be handed to him in the same way.

This, however, Mr. von Alvensleben declined to do, and for this reason Sir Lionel West also decided not to give a copy of the memorandum which he had prepared; but they agreed that their statements, as read by them, should be taken down by a stenographer and embodied in the protocol of the conference.

The plan previously submitted by Mr. Bayard on the part of the United States, and which is to be taken as if read at the conference, is as follows:

PLAN FOR THE ESTABLISHMENT OF PEACE AND CIVILIZATION IN SAMOA UNDER THE CO-OPERATIVE SUPPORT OF THE GOVERNMENTS OF THE UNITED STATES, GERMANY, AND GREAT BRITAIN.

(1) The independence and autonomy of the kingdom composed of these islands are to be preserved free from the control or preponderating influence of any foreign Government, and it was in pursuance of this understanding that commissioners were recently sent by the three powers respectively to investigate and report upon the condition of the Islands, and that the respective consuls of the three powers at the islands were changed.

(2) It is the desire of the United States, and equally of Germany and Great Britain, to assist the natives of Samoa to form and administer their Government.

(3) The due and orderly commencement of the new government will be the recognition of a native king; and a respect for native customs and traditions, which the three powers have recognized by their several existing treaties, would seem to require the continuance of Malietoa Laupepa as King, and of Tamasese as Vice-King. The kingship of the islands has for many years been filled by the election of the head of the Malietoa family, of Malietoa Talavoa, until his death in 1880, and of Malietoa Laupepa in March, 1881, in which same year Tamasese was elected Vice-King. These voluntary native elections and the governments so established were severally recognized by the United States, Germany, and Great Britain, and the treaties now existing between these powers and Samoa should have all the binding force attendant upon such formal obligations.

(4) A written constitution of government should be adopted and on the following lines: An election by the native inhabitants should be held at once for chiefs from several districts of Samoa, who are to be the council of the King. The number of these chiefs may be as follows: From Aana, 2; from Atua, 2; from Apolima and Manono, 1; from Savaii, 6; from Taumasaga, 2; from Tutuila, Mauna, Olosega, Ofa, and Aunu, 2. By the King and these chiefs the constitution should be adopted and proclaimed. This constitution should provide for a legislature, which should, as heretofore, consist of a King's Council or Timua, and a legislative assembly or Faipule. The former should consist of the King, the Vice-King, three ministers to be nominated by the three treaty powers, and chiefs from the several districts of Samoa, the latter to be elected for life. The Faipule should be elected by the people in the ratio of one representative for every 2,000 of the population and for the term of three years. Those chosen at the first election should be divided into three classes, so that one-third should thereafter be elected in each year.

(5) The chief secretary and minister of foreign affairs, the treasurer, and the minister of the interior, should be appointed by the King upon the nomination of the three treaty powers, and should serve for a term of — years, unless removed by the King upon the application of the three treaty powers. These ministers should have seats on the floor of the Faipule and take part in the debates.

(6) A municipal government shall be formed for Apia without interference by the foreign consuls. The government of the municipality shall consist of a council with local legislative powers, and a mayor or chief executive officer, to be appointed by the King and council.

(7) Foreign consuls shall retain criminal jurisdiction over their own countrymen, respectively, as heretofore.

(8) A court for the administration of justice among the natives shall be constituted, the judges to be appointed by the King and council without regard to their nationality, and the police officers and minor officials of the court shall be selected from the natives.

(9) The constitution should prohibit the imposition of pecuniary fines upon natives, and sentences for criminal offenses should be terms of imprisonment with labor on the public roads, buildings, and grounds.

(10) The sale of deadly weapons, or ammunition therefor, should be prohibited, as well as the sale of intoxicating liquors.

(11) A land commission should forthwith be organized, before whom all claims of title to land by foreigners shall be submitted, and whose judgment shall be final.

This commission shall consist of five members appointed by the King, of whom three shall be nominated by the three treaty powers, *i. e.*, one by each of the said powers, and the remaining two selected by the King. They shall obtain the services of a competent engineer and assistants, who shall make correct survey and plots of the land respectively claimed, the cost of which survey and plots shall be paid by the claimants respectively. The said land commission shall inquire into the nature and

extent of each and every land claim by foreigners, and whether good or valuable consideration was paid therefor, and no land shall be awarded to any claimant unless it be proved that at least value to the extent of ——— per acre had been paid therefor, and in all cases where an illegal or immoral consideration has been given, where liquor, or firearms, or weapons of any description form the consideration such claims shall be declared invalid and the land shall forthwith be restored to the control of the Government of Samoa.

(12) The judges of the land commission shall receive a salary of ——— per annum, to be paid out of the revenues of the Kingdom, and shall appoint a clerk who shall duly keep the records of their proceedings.

(13) It shall be the duty of the said land commission to survey and set apart of the unclaimed or unoccupied land one-tenth part thereof, to be rented for the use and support of the public schools.

(14) To assist in raising revenue for the support of the Government, customs and tonnage dues shall be levied at the several ports of entry, and to this end each of the treaty powers will negotiate identic treaties with Samoa in which the rates of said duties shall be established.

(15) Each of the treaty powers will alternately keep four months in each year a man-of-war in Samoan waters to assist in maintaining the Government so to be established and to preserve peace and order.

Mr. von Alvensleben then read his memorandum, which was as follows:

The unsettled condition of affairs on the Samoan Islands having gradually become more and more injurious to the foreign residents and the commercial interests of the three treaty powers, the latter had to take into serious consideration the means by which the lasting peace and order could be restored there. With this view and the understanding that the independence of Samoa under a native government was to be maintained, and that no monopolies should be created there by any foreign power, the three treaty powers have agreed to the proposition of the Government of the United States of America to hold a conference of plenipotentiaries. It was further agreed that, in order to get complete and reliable information on which the conference would have to base its deliberations, special commissioners should be sent and instructed by the respective Governments to report on the condition of those islands. These reports having shown that the weakness and incapacity of the actual government are the principal causes of the present untenable state of affairs in the Samoan Islands, the Imperial German Government is of the opinion that an agreement upon the following points would be apt to lead to the intended result:

(1) King Malietoa having notoriously violated his treaty obligations toward Germany, and having even among the natives comparatively but few partisans, while a completely organized counter-government has been formed under Tamasese, a new election of king will have to take place according to the customs of the country. This election is to be freely made by the chiefs and the people of Samoa. This would meet the suggestion made by the honorable Secretary of State to the two other powers when this conference was proposed. It was said in those instructions "the three powers to uphold a competent and acceptable chief, to be chosen by the natives." The same proceeding has been observed previously when several chiefs arose as pretenders, and the treaty powers then recognized as king the one who had been elected by a majority of the population. As to the actual number of Malietoa's partisans, a statement drawn up by Mr. Travers shows that the party of Tamasese is four times as large as Malietoa's. The whole population of the Samoan Islands, except Manua, numbers 33,450, of which 5,800 comprise the party of Malietoa, 7,400 are indifferent, and 20,250 stand by Tamasese.

(2) As far as merely Samoan affairs are concerned, the administration of the country to be carried on, as was hitherto the case, by the king assisted by the native council, composed of the most prominent chiefs. The competence of the king and the co-operation of the native council will have to be defined by special agreement.

(3) Experience having shown the incapability of the Samoans to maintain order and peace in their country, a foreign representative to be appointed as adviser to the King in order to strengthen the latter's authority.

This adviser, who is to act as the mandatary of the three treaty powers, will have to discharge, under the nominal responsibility of the King, the Government affairs. He will have to control all necessary measures with regard to the maintenance of public order in general, and especially to the security of any kind of property of foreign residents. This adviser, whose position would be virtually that of a prime minister, to be nominated by the treaty power having for the time being the preponderating interests in Samoa. The nomination needs the approval of the two other powers. The first appointment to be made for the term of five years in the first instance, and at the expiration of that period a fresh appointment to be made on the same terms and conditions. In the event of the appointment becoming vacant during the said

term of five years, through the death, resignation, or removal of the adviser, another person shall be similarly appointed to hold the office for the remainder of the said term.

(4) In order to avoid every misapprehension of the situation by the placing of the representative of one of the treaty powers in the most prominent position of the Samoan administration, it will be expedient to formally acknowledge anew the principle, already contained in the existing treaties with Samoa, of absolute equality of treatment in respect of commerce, navigation, jurisdiction, and all other matters whatsoever to be secured to the three powers and to their subjects and citizens.

(5) The irregularities which are known to have occurred in regard to the acquisition of land, and the disputes to which they have led between foreigners and natives make it appear expedient to consider the establishment of a special international court for the decision of claims and disputes relating to land. For the composition of this court due consideration will have to be given to the nationality of the parties.

(6) It will have to be one of the principal tasks of the new administration to regulate the finances and to draw up a budget in accordance with the needs of foreigners and natives. For this purpose, and in order to raise the requisite funds for the proper administration of the islands, as well as for promoting foreign trade and commerce, the question of levying taxes on foreigners with the consent of the three treaty powers will have to be considered.

(7) As the German interests in Samoa outweigh actually those of the two other powers, Germany is entitled to nominate the first adviser in accordance with the provisions established above under No. 3.

(8) The existing treaties with Samoa to be maintained, and the declarations made previously by Germany, the United States, and Great Britain with regard to the independence of Samoa to be confirmed, in order to avoid the appearance as if the present interference in the Samoan administration implied an intention of the annexation of Samoa by a foreign power.

Sir Lionel West then read his memorandum, which was as follows :

MR. WEST. These are the views of Her Majesty's Government:

It is understood that the three powers have no desire to found colonies in Samoa or to obtain commercial monopolies. Their sole wish is to establish the right and equality of commerce and navigation for their respective subjects and citizens. Assuming then that the three powers have no desire to destroy the independence of Samoa, but only seek to establish the right and equality of their commerce and navigation, a declaration to this effect might be made by them as a preliminary step. It was, however, deemed expedient to ascertain the exact state of affairs in the islands by sending special commissioners who should report thereupon. The reports are now before the plenipotentiaries of the three powers assembled in conference, and their general tenor leads to the conclusion that the Samoan native are incapable of forming independently a stable and efficient administration for preserving their own independence and for securing to each power full freedom of commerce, navigation, and jurisdiction of all matters affecting their respective subjects and citizens. Under these circumstances Her Majesty's Government are prepared to advocate an agreement between the three powers on the principle that one of them should, as the mandatory of the other two, exercise as adviser of the Samoan Government supervision and control over the native affairs for a limited time, and should be charged with the duty of controlling the measures necessary for the better maintenance of public order in general, and especially for the security of the property of foreign subjects and citizens. Such a course seems indicated in Mr. Bates's report when he says: "The real function of the intervening powers in Samoa will of necessity be actual administration of government. Nothing short of this, at least for a time, will remedy the existing condition of things."

Such seems to be also the opinion of Mr. Travers and Mr. Thurston.

All three commissioners seem to recognize also the difficulty of tripartite control, such as more or less has been hitherto exercised; while at the same time they deprecate the establishment of the exclusive control of either one of the three powers. Assuming that the establishment of a native government, to be carried on by the king, who may be elected, assisted by a native council, is necessary to preserve the autonomy and independence of the islands, and which can only be established under foreign control, and assuming that tripartite control is impracticable, the solution of the difficulty would seem to be an alternate control for a limited period of either one of the three powers. In the event of coming to this agreement the question naturally arises as to which power should be chosen the mandatory of the other two in the first instance, and Her Majesty's Government consider that preponderating commercial interests should be taken into consideration in deciding it.

Since Mr. Thurston, Mr. Travers, and Mr. Bates all seem to concur that this preponderance is possessed by Germany to a greater or less extent, Her Majesty's Government are therefore prepared to consent to the mandatory power being exercised by

the German representative for the first term of five years, absolute equality of treatment in respect of commerce, navigation, and jurisdiction, and all other matters whatsoever be secured to the three powers and to their subjects and citizens.

In view of conflicting statements and disputes relating to land and land claims, Her Majesty's Government advocate the establishment of an international land court to take cognizance thereof, and they also propose that the question of levying taxes on foreigners for revenue purposes shall be taken into consideration. In order to facilitate the working of the international land court, they propose that the existing land claims of foreigners should be disposed of by a commission previous to its establishment. The reports of Mr. Travers and Mr. Bates point to some such arrangement as necessary for the adjustment of pending disputes. Mr. Bates recommends a specially constituted court to take cognizance of land claims.

As far as consular jurisdiction is concerned, it seems to be expedient that it should remain unaltered, and only, therefore, requires the reassertion in any final convention or agreement concluded.

The conflicting claims to the sovereignty of the islands seem to render it necessary that a fresh appeal should be made to the native population for the election of a king. Since 1879-'80 King Malietoa has been recognized by Germany, Great Britain, and the United States as King of Samoa. Tamasese was appointed vice-king, and is now in open rebellion against Malietoa. War has only been averted by urging upon King Malietoa to await the decision of the three treaty powers; and a proclamation was subsequently issued by the three consuls denying recognition to Tamasese as king; but as it appears that he is not disposed to submit to Malietoa, a new election seems therefore imperatively called for before the Government can be properly constituted, and Her Majesty's Government express no opinion, favorably or adversely, to the election of Malietoa.

Under any circumstances, in the opinion of Her Majesty's Government, existing treaties should be maintained. These treaties, it may be remarked, are not signed by Malietoa, but are in the name of the Government of Samoa.

Sir Lionel West said he was ready to discuss the various points suggested in the memorandums.

Mr. Bayard said he would not be ready to discuss them until an opportunity had been given him of reading the British and German views as taken down by the stenographer.

The conference then adjourned to meet at a time subsequently to be agreed upon.

T. F. BAYARD.

ALVENSLEBEN.

L. S. SACKVILLE WEST.

No. 6.

Protocol of second Samoan conference.

Confidential.]

DEPARTMENT OF STATE,
Washington, July 2, 1887.

Mr. Bayard said he understood that all agreed upon the following points: That there should be no annexation of the islands by any of the treaty powers; that the independence and autonomy of the islands were to be preserved with equality of rights of commerce and navigation for the citizens or subjects of the treaty powers; that a native government was to be established and assisted to maintain itself; that the present jurisdiction of consuls over their own countrymen should be preserved; that the present treaties be maintained, so far as the rights of the three powers under them are concerned; that means of raising revenue for the support of the government should be devised, and that the question of taxing foreigners should be considered; that impost and tonnage duties should be established by identic treaties between the three powers and the Samoan Government; that a land court should be formed to settle titles and holding of lands in the group.

It had been admitted that the claims of foreigners to lands exceeded the entire area of the islands, and this was the best proof that the claims required overhauling by a court whose decision should be final.

Mr. Bayard further said that while it had been agreed that a native government should be established and assisted to maintain itself, the powers were not agreed as to its details. Great Britain and Germany proposed that there should be only a king and a council of chiefs. The United States suggested a king, a council of chiefs, and a legislative assembly, composed of representatives elected by the people of the islands. He was, however, inclined to believe that the greater the simplicity of the framework of the government the better, and he was disposed to place among the points of agreement that the native government should consist of the king and his council of chiefs.

Mr. von Alvensleben said if there was such a legislative assembly as Mr. Bayard had proposed, it should have a consultative and not a deciding vote, and that with this understanding he was not opposed to such an assembly.

Mr. Bayard replied that Germany had proposed its omission, and that it was in order not to stand upon form, but to get a substantial agreement, that he had deferred to that proposal. He desired to facilitate agreement, and at the same time thought it not unadvisable to simplify the government as much as possible.

Sir Lionel West said he did not think his memorandum referred to the subject of identic treaties respecting impost and tonnage duties. He saw, however, no objection to the idea of identic treaties. After some further discussion it was decided that this should be taken as agreed upon in conference.

Mr. Bayard said there were some other points on which the propositions of the powers did not run so closely together. The first was as to the kingship. The United States, in view of existing treaties and of the declarations continuously made until within a very few months by the consuls of the three treaty powers, had proposed the continued recognition of Malietoa Laupepa as king, and of Tamasese as vice-king. The British and German Governments proposed a new election. In this, for the sake of coming to an agreement, he was disposed to concur. The United States would not object to a new election, but it should be a native election, free and unawed. The customs of the Samoans should prevail in it, and the result of the election should be announced to and declared by the three consuls, who should not otherwise participate in the proceedings.

Mr. von Alvensleben inquired whether that could be prevented?

Mr. Bayard replied that that comment would apply to the whole of the transaction. The islands were very remote from the countries whose representatives were now considering their government, and unless the agents of the three governments were actuated by a sense of absolute fairness to each other, and a desire to carry it out, there would be little hope, and he proposed that the agent of the United States should do nothing inconsistent with its action in the matter.

Sir Lionel West said he could assent to that proposition. The natives must elect the king, and the election must be free.

Mr. von Alvensleben inquired whether they should take into consideration the probability of the natives not arriving at an election. Malietoa's party might say they had elected their man; Tamasese's party might say: "We have our man; we won't proceed to an election." It was not unlikely, according to report, that the natives would not proceed to an election. Should not a certain time be fixed within which

the election should take place? If it should not take place within that time, then the three powers should agree on a king.

Mr. Bayard said he did not anticipate the failure of the election; but it was in order to avoid any difficulty that he had proposed to let Malietoa remain as king, to which Germany and Great Britain objected.

Sir Lionel West said his Government had expressed no opinion hostile or adverse to Malietoa.

Mr. Bayard said he had not the slightest objection to the election of Malietoa if the people of Samoa should choose him. At present, however, there seemed to be no chance for him, if the statement made by Mr. von Alvensleben, that he was in a small minority, was just. But there was a difference of opinion on that subject.

Mr. von Alvensleben asked whether the newly-elected king should not be approved by the powers?

Mr. Bayard answered, no; that, on the contrary, there was to be a free election.

Mr. von Alvensleben inquired whether he would not have to be recognized by the powers?

Mr. Bayard said, yes; but that the election should be free and not interfered with.

Mr. von Alvensleben said the people might nominate the king and the powers confirm him.

Mr. Bayard said that would virtually give the powers the control of the choice of a king. It would not be a native selection if it had to be made subject to the approval of somebody else. The object of the present arrangement was not to obliterate the rights of the islanders, but to assist them in forming a civilized government; that a virtual neutralization of this group of islands was desirable, and this was to be secured by the abstention of the three powers from seeking any special control. This principle should underlie all that they were proposing. There had been a proposition from Germany, which had met with a certain degree of recognition from Great Britain, that the power having a preponderance of present commercial interest should exercise a preponderating influence.

Mr. von Alvensleben said, not commercial altogether, because the Germans had also the greatest land interest.

Mr. Bayard said that was the claim. It would be this: that because Germany has a preponderance of numbers, of land, and of commerce, she should therefore have a preponderance of weight in the counsels. It seemed to him that that proposition was in conflict with the principle upon which they propose to proceed, and that it was one that would increase as they progress. That is to say, that the ultimate result of admitting such a principle as that, and proceeding upon such a basis, would be to reduce the islands into a Germanic possession. Now that is certainly in conflict with the idea of virtual neutralization of the islands with which they set out, and not in accordance with the agreed plan, even upon the agreed points of the plan, and he referred to it now because they were approaching the question of the appointment of the chief executive officers, who would have more actual or practical power in controlling affairs there than any others. He could illustrate it better by saying that Germany proposed to have one prime minister. The United States proposed three ministers—a minister of foreign affairs, a minister of finance and treasury, and a minister of the interior—who should manage questions of lands and the like, and that they should be associated with the king and one native, making a council in that way

of odd numbers, in which the three powers should have a majority, but that those officers should be separate and be appointed by the king, the idea being native appointment on foreign nomination. The German idea was that they should have a prime minister who should be the great executive, and control all, a depository of executive power, and that because Germany had more land, people, and commerce than the other two.

Sir Lionel West said only for a time.

Mr. Bayard said for five years as a basis, and a renewal again on the same terms. The suggestion was inconsistent with the principle with which they propose to conduct this arrangement, because it was at once starting upon a road that can lead but into one direction, and that is the complete domination of one power.

Mr. von Alvensleben said the Imperial Government wanted to nominate and have the appointment subject to the approval of the other two powers, and therefore they gave every guaranty that was possible.

Mr. Bayard said he wished to draw attention to the fact that the importance of these islands is mainly because of their geographical position. They lie in the pathway of a commerce that is just being developed. The opening of the west coast of North America to civilization and commerce by means of the transcontinental railways had given to this group of islands an interest which they never had before, and, moreover, we all hope for the penetration of the isthmus in some way or other. If that occurs, a new feature of interest will be added to them. Great Britain and Germany, and Spain, and France, at this time hold the island groups in Polynesia, and something more than mere islands. Great Britain owns Fiji and New Zealand and other islands. He said nothing of the continent of Australia. Great Britain has her settlement on New Guinea. Germany has the Marshal group and the Solomon Islands. She also has a settlement, and a very important one, on New Guinea. Spain has the Carolines; France makes claims to the New Hebrides. With a great ocean front on the Pacific, the United States have not acquired a foot of land in that region, but they were the first as a power to make a treaty with the Samoans. Our treaty antedates the rest, and there was in it no special privilege of any kind. There was a cession to the United States for their use for a naval and coaling station of the harbor of Pango-Pango, which remains now as it was at the time it was ceded. It seemed to him that it was equally important to Germany and to all the other commercial nations and to the United States, that there should be a general line of action tending to secure the neutralization of that group of islands. There is something beyond the mere material present value of the land or the products, and it was for that reason the United States desired to see that group of islands maintained for the common use of nations, and the United States should receive the ready support of Great Britain and Germany in endeavoring to impress upon Samoa its counsels in favor of the proposed government. He would not go into a comparison of the relative importance of the Pacific commerce to the United States or to others. The interest of the United States was very great and quite equal to any other, and perhaps in some aspects greater, because less remote from the United States than from Great Britain or Germany, and because anything that is needed there as outposts these two countries have already acquired. The political policies of the United States are not such as to give the slightest alarm to the commercial interest of any other country. The policy of this Government in respect to acquisition of remote points

has been pretty well defined, and it was for that reason that the Government of the United States was more disinterested by reason of its policies and by reason of its position in this matter than perhaps any other government equal in importance and having the same prospective interests in the commerce of the Pacific. Germany had proposed to take the nomination because at the time they had a greater amount, of land, people, and money. He did not know what would be the result of the land commission upon German claims to title.

Mr. von Alvensleben said that if there was any change it would be a very slight change, because all the German land titles had been surveyed by surveyors sent out from Germany. The whole amount of German property in cultivated land exceeded six times the land owned by other nations.

Mr. Bayard said he had an impression from all accounts that the cultivation of the land had been done largely by the Germans. What their title was to it he did not mean to say, because he had no knowledge. He meant to say that the reason of the principle they started upon was logically in favor of the nation not disposed, and which could not be disposed by its politics, to gain a preponderating influence in the islands.

Referring to the land question, Mr. Bayard further said that, out of respect for native customs, he had proposed that the land court should consist of three foreigners, one to be nominated by each of the powers, and two natives; but the plan submitted by Mr. von Alvensleben proposed only three foreigners.

Mr. von Alvensleben said that was only a land commission to prepare for the court.

Mr. Bayard did not perceive the utility of this.

Mr. von Alvensleben said the object of the commission would be to investigate.

Mr. Bayard said he did not see the necessity of that. The land court proposed by him could send for papers, examine witnesses, and give judgment.

Mr. von Alvensleben said the commission was intended to examine all the deeds, and, so far as possible, settle questions of title, leaving only such titles as they were not satisfied with to the court.

Mr. Bayard thought both functions germane to the same object, and that a single body would be more simple, and could with equal certainty and justice deal with the business, as if there were a commission to examine and a court subsequently to decide.

Sir Lionel West said it was intended to facilitate the action of the court by the creation of the commission.

Mr. Bayard said it was not an intricate matter, and if there was the right kind of court, with fair-minded men, who would deal with each other with justness between themselves and the people, they would move with more celerity and with more stability than if there were two bodies. There would be two rules of decision by having two different bodies.

Mr. von Alvensleben thought that general principles should be established, and that there should be an appeal from the land commission to the land court, whose decision should be final. He also asked how investigations could be made.

Mr. Bayard said the area to be gone over was not extensive, and that there was no function a board of commissioners could perform that the court could not equally perform.

Mr. von Alvensleben inquired what Mr. Bayard proposed in place of

the German proposition of an adviser to the king, and read, in support of the proposition of his Government, the following remarks :

The opinion of the Imperial German Government that a lasting improvement of the condition of the Samoan Islands can not be expected from the actual existing native government, but only by foreign intervention, has been strengthened by the reports of the special commissioners, which are now before the conference. Such intervention can not be carried out with prospect of success in the way that the consuls of the three treaty powers at Apia attempt to assert simultaneously their influence with the Samoan authorities. The history of the last ten years shows that this only leads to rivalry between the foreign representatives, and to increase the weakness of the power of the native government. For the same reason it would be without any chance of success to try to strengthen the existing condition of affairs by calling the three consuls simultaneously into the Samoan administration. There is only one course left for asserting foreign influence with the Samoan Government, which is so necessary for the general interest, and this is to place one foreign officer at the head of the administration and to invest him with sufficient rights and powers to take the measures required for the maintenance of peace and order, as well as for the prosperous development of commerce and intercourse. As the authority of this official is to be noticeable in an unequivocal way to the foreigners as well as to the natives, it is commendable that the appointment should not be left to the Samoan Government, but be made by agreement between the treaty powers. At the same time it would appear that the power having to protect the largest interests in Samoa should be given the right to nominate the official whose duty it shall be to control the native government. That Germany is the power having the largest interests is questioned by nobody. Taking into consideration the dimensions and the value of the German interests represented in Samoa, and the great credit which Germany essentially deserves for having brought the Samoan Islands to their actual importance, it can not be fairly contested that Germany must be recognized by the other powers as being entitled to receive this mandate. Germany, or better, her subjects, pay alone half of all the taxes. The value of the German commerce with Samoa, without including the South Pacific, doubles the English and American commerce together. German subject own in Samoa nearly double as much uncultivated land and nearly six times as much cultivated land. It can not therefore be expected that she should consent to remain more or less excluded from the efficient control of the country and have it pass to one of the two powers who have less interests.

Mr. Bayard thought there was a misapprehension on Mr. von Alvensleben's part as to any design of exclusion. On the contrary, perfect equality as to all was proposed. That would not affect in the least the question of the rights of German subjects or their property. The idea of the United States was that there should be one law for all, and that no one power should be more than another in the control of those questions.

Mr. von Alvensleben thought it more natural that the power that had the largest interests should also, after giving all the guaranties to the other powers, be nearest to control and the most responsible for it.

Mr. Bayard said it seemed to him that that reasoning forgot entirely the principle upon which the whole movement proceeded ; that is, the native Government to preserve its own existence, while the contrary is that contended for by Germany. The idea of the United States was that there should be an equality of rights between the powers.

Mr. von Alvensleben said that was intended. The powers ought to have equality of rights.

Mr. Bayard said another feature in the proposition submitted by him was that there was no suggestion of continuance of interference by the consuls in the government of that country, except with regard to the persons or interests of their individual citizens.

Mr. von Alvensleben said he introduced the three consuls for the purpose of showing that Mr. Bayard's proposal of three ministers would be equivalent to the three-party government ; that the three representatives would almost come to the same thing.

Mr. Bayard said that up to the present time the three consuls had been recognized as three equals co-operating for an end, and under that

Germany certainly could not find fault with the result, because her preponderance had been continually increasing, and the interference of the German consul with affairs in Samoa had been very marked, if he could take the accounts of the dispatches of the American vice-consul. There had, however, been no suggestion in his plan that there should be anything more of a consular government. He desired something to do away with the injustice which, it is said, has been done these people. It is not becoming that the three powers should be in a group of islands where the land claims of their citizens exceed the whole territory of those islands. Mr. Thurston, the British commissioner, had put that with complete force when he said they were absolutely punishing these people for acts which were the necessary result and consequence of the kind of government they had endured.

Sir Lionel West said his Government seemed to incline to a foreign control because they thought without it there could be no stable government. Mr. Bates distinctly states it in his report. Mr. Thurston states it that without this intervention it is impossible to establish a stable government, and his Government were willing that this control should be exercised by a person appointed by one of the powers as the mandatary of the other two.

Mr. Bayard inquired what were his views about the native courts and the abolition of pecuniary fines.

Sir Lionel West said he thought they should agree as to those points.

Mr. Bayard inquired the views of the representatives of Germany and Great Britain as to his proposition as to titles to lands founded on the sales of fire-arms, etc.

Sir Lionel West said his Government were inclined to support that proposition.

Mr. von Alvensleben said he did not think the proposition should have been stated so widely. The words "immoral" and "illegal" consideration had been used. It was difficult to define what was immoral.

Mr. Bayard said he had no objection to defining it.

Mr. von Alvensleben said if it meant the sale of fire-arms it did not touch the Germans altogether.

It might, however, have happened that those people really would not take any money if they could get fire-arms. If it was shown that they really gave the land away, they ought to get an additional sum. He suggested that what had been paid should be taken into consideration, and if it was too small an additional sum could be fixed by the land commission or the land court.

Mr. Bayard inquired as to his proposition to intrust minor offices, those that touch the natives themselves, to natives instead of foreigners.

Sir Lionel West said it was a difficult matter, but the principle ought to be that they should be natives.

Mr. Bayard said it would be a great means of native education, and that the natives should be educated in self-government.

Sir Lionel West asked whether he did not think that a very good reason for establishing foreign control.

Mr. Bayard said foreign assistance and native government should be combined. Hence he had proposed that in the council of the king there should be three foreigners, a minister of foreign affairs, of the interior, and a treasurer. These ministers would doubtless have a paramount voice, but they would be associated with two natives. One might be a German, another an Englishman, and another an American. Their functions would, in a great measure, be independent, and ought to be.

Mr. von Alvensleben asked whether they would be chosen by the foreign powers?

Mr. Bayard said, yes.

Mr. von Alvensleben said it would be difficult to find three such persons in Samoa not indentified with what had been going on there, and that if they were so chosen he was afraid they would not be able to withdraw from the influence of their nationality.

Mr. Bayard said if there was only one man he would not be able to overcome the influence of his nationality, but if there were three men, with distinct, different functions, they would act as a check upon each other. But if the nominee of one of the powers acted merely as a partisan, his Government should remove him. There should be the readiest disposition in this regard, and the United States had already shown its disposition to act promptly.

Mr. von Alvensleben said he had been instructed to lay before the conference, in order to facilitate its work, a draft of a convention between the three treaty powers, a memorandum on the land disputes, and a memorandum on the financial question. These were, respectively, as follows:

[Translation.]

DRAFT AGREEMENT BETWEEN GERMANY, ENGLAND, AND THE UNITED STATES OF AMERICA CONCERNING THE SAMOAN ISLANDS.

The Governments of His Majesty, the Emperor of Germany, Her Majesty, the Queen of the United Kingdom of Great Britain and Ireland, and of the United States of America, inspired by the desire of establishing a better settlement of affairs on the Samoan Islands, have agreed upon the following dispositions:

ARTICLE I.

A new election of a king shall take place in Samoa, with which object a meeting of the chiefs of all the districts entitled thereto in the Samoan Islands shall be summoned within two months from the day of the conclusion of this agreement.

The king can be nominated either for life or for a certain number of years; his nomination must be confirmed by the three treaty powers.

ARTICLE II.

The administration of the common affairs of the Samoan Islands shall be conducted by the king assisted by a council composed of representatives of the different districts; the convocation and composition of the latter in detail shall be reserved for a subsequent arrangement.

ARTICLE III.

The treaty power which for the time being has the preponderating interests in Samoa shall, with the concurrence of the two other powers, appoint a representative, to be invested with the functions of adviser to the Government of Samoa.

He will be first appointed for a term of five years, and after the expiration of this period a new nomination shall take place for the same time and under the same conditions.

In the event of the appointment of the representative falling vacant during the five years period, by death, resignation, or any other cause, another official shall be similarly appointed, to hold office for the remainder of the said term.

The representative as the mandatory of the three treaty powers will be charged with the duty of controlling the measures necessary for the efficacious maintenance of peace and order in general, and especially for the security of the plantations, dwellings, and other property of foreign subjects in Samoa.

ARTICLE IV.

The agreement as to the establishment of a municipality in Apia concluded between Germany, England, and the United States, on the 2d September, 1879, and prolonged for an indefinite period on the 29th September, 1883, shall cease to be in force on and after the

ARTICLE V.

Absolute equality of treatment in respect of commerce, navigation, jurisdiction and other matters shall be secured to the three treaty powers and their subjects and citizens in Samoa.

ARTICLE VI.

With the view to the examination and decision of disputes relative to land, a commission shall be established, before which all disputed land claims are to be lodged within a fixed period. There shall be an appeal from the decision of the commission to a special court of land disputes within a period not exceeding three months. The composition and jurisdiction of the commission and of the court are defined in Annex I.

ARTICLE VII.

In order to raise the necessary funds for the proper administration of the Samoan Islands and for the development of foreign trade, commerce, and navigation, the Government of Samoa shall have the right to levy the dues and taxes specified in Annex II.

ARTICLE VIII.

The existing treaties of friendship, commerce, and navigation between the three powers and Samoa shall be maintained, and no alteration with regard to them shall take place without the consent of the treaty power thereby affected.

ARTICLE IX.

The Governments of the three treaty powers renew and confirm on this occasion their former declarations in regard to the maintenance of the independence and neutrality of the Samoan Islands.

[Translation.]

LAND DISPUTES.

The disputes relating to real estate and the acquisition of land in Samoa demand a special treatment.

This sort of dispute is to be withdrawn from the cognizance of the consuls and from the jurisdiction of the English high commissioner, respectively. It is consonant to the general principles of justice that disputes relating to real estate should be decided by the laws and courts of the country in which the object of the dispute is situated. In the present case, however, it must further be taken into consideration that in the absence of any sort of legal provision as to the conditions, requirements, and formalities necessary for the valid transfer of land, and in consequence of the utter complication existing in the ownership, irregularities, and, it may be, acts of injustice, have occurred which absolutely demand an impartial decision based upon a thorough examination and investigation of the matter. Such disputes are to be settled in a uniform procedure and according to uniform principles to be previously laid down by the treaty powers with the agreement of the Samoan Government, by an authority to be specially instituted, and in the last instance by a land court to be specially created. For this purpose it would seem advisable, after establishing the general principles on which the decision as to the validity of land transfers are to be based, first, to appoint a commission composed of three members, each of the three treaty powers naming one. Before this commission all claims which are raised by foreigners with regard to land in the Samoan Islands must be filed within a certain period, the claims must be accompanied by the titles and other documents, or duly authenticated copies, relating thereto.

The members of the commission are appointed by the Samoan Government on the proposal of the treaty powers and receive their salaries, the amount of which is to be fixed beforehand, from the former. A part of the expenses caused thereby will be covered by fees to be levied by the commission for their work according to a fixed tariff; the remainder will be defrayed out of the general cost of the administration, since it would not be fair that real estate should have to bear alone the whole of the not inconsiderable cost, amounting probably at least to a sum of more than \$30,000.

The presidency of the commission would, according to the state of affairs, be assigned to the representative of the power which has the most extensive interests in the country.

As far as the title deeds do not in themselves offer room for doubt as to the legality of the acquisition, all lands acquired before the conclusion of the German-Samoan

and English-Samoan treaties, respectively, that is, before the 24th January and 28th August, 1879, respectively, and also under the same conditions, all lands which, within the last two or three years, have been put under cultivation by the new owner, shall be registered as validly acquired without prejudice to the claims of third persons. On the other hand, the acquisition shall not be regarded as legal, and registration shall be provisionally refused in cases where the claimant is only in a position to produce as a proof of his legal acquisition of the land a so-called promise of sale, as well as in cases where the land has not been surveyed within two or three years following the conclusion of the sale, or where the deed of sale contains no precise description of the boundaries of the land sold, or where at the time of the conclusion of the contract the price of the land has not been paid in full to the seller, without prejudice, however, to the claimant's right to demand a judicial decision. The commission shall be invested with the right of citing before them, through the local authorities, for examination, and of hearing, as witnesses, the sellers and any other persons whom they may think fit to supply information. A very important question, especially touching land disputes between foreigners, concerns the determination of the right of ownership and disposition of the land sold, on the part of native sellers. Numerous cases will present themselves in which one and the same piece of land has been sold by different persons styling themselves the owners, to different parties, or in which pieces of land have been sold by persons whose right to the ownership and disposition of that land is disputed on the part of other Samoans. In this case the commission shall be empowered, through the local government of the district in which the disputed land lies, to institute a native commission to determine the seller's right of ownership and to lay the result of such investigations, together with the underlying motives, before the foreign commission; this decision, however, shall not be binding on the latter. Such native commissions would have also to be charged with the examination, and, if required, with the decision of land disputes existing between the Samoans themselves. Pieces of land which for ten years or more have, without dispute, been cultivated, or at least made use of by foreigners, shall, without further inquiry, be regarded as property legally owned or acquired by prescription.

Claims of third parties to such pieces of land shall be brought to judicial decision only then and in so far as, in accordance to the dispositions with regard to the interruption of the prescription, the claim to the land has been presented to the actual holder in written form at least once within the period of ten years. The foreign commission must further be authorized to give a provisional decision as to disputes relating to possession and ownership of land, or to effect an amicable arrangement. The litigant shall have the right of appeal from the decisions of the commission, or of demanding a judicial decision by the land court. Whenever Samoans are involved as parties in such disputes, the foreign commission shall invoke the co-operation of a Samoan chief to be nominated by the government of the district where the land lies, or of the Samoan judge in Apia.

The final settlement of the land disputes takes place by the judicial decision of the land court. The latter is composed of a judge, to be nominated by the Samoan Government, and of the consul or of one of the prominent countrymen of the litigant.

There is no appeal from the decisions of this court.

FINANCE.—ESTIMATE OF YEARLY BUDGET.—REVENUE.

1. Capitation tax on Samoans.....	\$37,500
2. Property tax on boats (250, at \$4).....	1,000
3. Property tax on fire-arms (500, at \$2).....	1,000
4. Tax on houses and on land used for commercial purposes, 1 per cent. ad valorem—	
(a) Present yield of the municipality.....	2,600
(b) Increase to be expected at once.....	1,300
(c) House and property outside of Apia.....	2,000
5. Controlling dues on all sorts of plantation laborers (1,000, at \$2).....	2,000
6. Import dues on laborers (250, at \$5).....	1,250
7. Charges for registry of deeds of sale, $\frac{1}{2}$ per cent. of the selling price.....	500
8. Stamp-tax on documents relating to transfers of property, 1 per cent. of the selling price.....	1,000
9. Trade tax—	
I. Commercial enterprises—	
(a) Yield of the municipality.....	720
(b) Expected increase.....	1,000
(c) Businesses outside Apia (50, at \$40).....	2,000
(d) Trading ships—	
A. Present yield of the municipality.....	120
B. By increase of existing duties.....	480

9. Trade tax—Continued.

II. Artisans, clerks, and liberal professions—

(a) Present yield of the municipality	\$420
(b) Increased yield through immigration	800

III. White laborers—

(a) Domestic servants and factory hands (100, at \$5)	500
(b) Independent workmen (100, at \$5)	500

10. Taxes for tavern licenses—

(a) Present yield of the municipality	775
(b) Increase and immigration	1,000

11. Statistical commercial dues—

(a) General dues on imports of merchandise, 1 per cent. ad valorem in 1885, \$4,686, 13 cents	4,686
(b) From the increased imports to be expected, about 20 per cent	937
(c) General dues on exports—	
A. Copra, 3,000 tons, at \$1	3,000
B. Cotton, 200,000 lbs., at 50c. per 100 lbs.	1,000
C. Coffee, 15,000 lbs., \$7,500, 2 per cent	150

12. Customs—

(a) Import tax on spirituous liquors:	
A. 2,000 cases of beer, at \$1	2,000
B. 3,000 gallons of brandy, at \$2	6,000
C. 1,500 gallons of wine, at \$2	3,000
(b) Import tax on arms, 200, at \$2	400
(c) Import tax on powder and ammunition, 1,500 lbs., at 25c.	375

13. Pilot dues—

(a) Present yield of the municipality	2,400
(b) Expected increase	600

14. Quarantine dues—

(a) Present yield of the municipality	250
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15. Judicial fees

16. Fines—

(a) Present yield of the municipality	800
(b) Expected increase within the municipality	400
(c) Outside the municipality and in the whole of Samoa	2,000

17. Postal receipts

Total	\$89,463
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FINANCE.

In drawing up the inclosed budget of receipts the principle has been followed of leaving Samoa the character of a free-trade country. Quite apart from the fact that in Article III of the treaty of commerce between the United States of America and Samoa provision is made for the exemption of the cargoes of all American ships from duties of every sort, the introduction of merely financial duties (Finanzzölle) seemed undesirable in the interest of a free and unrestricted development of Samoan commerce. On the other hand, no objection could be raised to taking into consideration a small statistical duty at the rate of 1 per cent. ad valorem on merchandise imported into the islands, as well as a duty at about the same rate on products exported from Samoa. At present only copra cotton, and, to a small extent, coffee are in question. Only for spiritous liquors, arms, and ammunition real import duties have been introduced into the budget. The consumption of brandy, especially on the part of the natives, shall be checked thereby. For the sake of uniformity an import duty will also be imposed upon beer and wine, both articles of consumption which are used only by the better-situated classes, and which can easily bear a comparatively not very high tax. Also the import of arms shall be restricted by the duties imposed. It may well be taken for granted that the Government of the United States would also give their consent to the proposed taxes and statistical duties.

Moreover, the budget of receipts has been drawn up on the model of the existing arrangements, and the greater number of the items have been based upon the taxes hitherto levied by the municipal administration of Apia. Great care has been taken with regard to the calculation of an increase to be expected to result from a more developed commerce, and it may be said in general that the items have been fixed at a very low rate. The taxation of the natives has similarly been based on the model of existing institutions. More than \$20,000 have been raised by the government of Tumua alone by a capitation tax paid by districts. The government of Malietoa has also attempted to exact a capitation tax, it is true, without success. The fault, however, lay neither with the system of taxation nor with the rate of the tax, but exclu-

sively with the weakness and inactivity of the Government and the want of the necessary administrative apparatus. The taxation of the natives seemed the less objectionable, as the native element, it would appear, is called to be the first to participate in the advantages of the new government, and as, besides that, by the plan proposed a considerable part of the taxes raised shall be expended on the salaries and fixed remuneration of Samoan officials.

With regard to the several items of the receipts the following remarks may be made. *Ad. 1.*—Capitation on Samoans, \$37,500. The population of the Samoan Islands, with the exception of the Manua group, may now be taken as between 33,000 and 35,000 souls. The sum total of the capitation tax represents, therefore, about \$1.10 per head of the whole population, and about \$3 per head of the adult male portion thereof. The Samoans are perfectly conscious of their obligation to contribute to the public revenue in the way of a capitation tax. It has practically been introduced for many years, even though, as already observed, it has not been regularly levied. In 1872 a capitation tax of \$1 for adult males, 50 cents for young people, and 25 cents for male children, without distinction of age, was imposed in order to defray the expenses of buying arms. The fixing of the rate per head served only as a measure for the calculation of the tax. The Government in Leulumoega has twice during last year imposed a tax of \$1 per head on the male population. The tax was levied by districts and handed over to the Government. The ambition of the several districts to contribute as large sums as possible led to the result that the total sum of the taxes actually paid was considerably in excess of the sum calculated for according to the rate fixed of \$1 per head of the male population.

If the Government there has now actually raised in its districts alone already more than \$20,000 a year by a capitation tax, the figure set down in the budget for the whole of Samoa of \$37,500 can hardly be regarded as excessive, all the less so, as the islands, not counting the yield of the German plantations, produce now in copra alone 3,000 tons, and could yield, with a moderate increase of activity, to which the obligation to pay the taxes may well give the necessary impetus, a considerably larger quantity, on the proceeds of which the population does not rely for its sustenance.

In Tonga, for instance, with a population of 20,000 souls, a capitation of \$60,000 a year is raised.

In practice it would be advisable to apportion the whole tax among the several districts according to the number of the male population and to charge the Government with the task of levying it.

The taxes are to be paid in cash. Payments in kind would necessitate a complicated organization, which would be better avoided at the first establishment of an administration. The system of money payments which exists in Tongas has, besides, worked satisfactorily, while in Fiji the system of payment in kind has afforded less good results. Moreover, the Samoans are accustomed to pay their taxes in money. From political reasons the payment of taxes by giving arms in lieu of money might perhaps be taken into consideration.

Ad. 2 and 3.—Boats and fire-arms are suitable objects for a tax on property. The rates provided for are fixed at an exceedingly low figure. It may well be assumed that there are over 2,000 guns in the country. At first, however, payment of the taxes will be frequently eluded.

Ad. 4.—

LAND TAX.

The land taxes on houses and other real estate, serving for commercial purposes, which are already in force in Apia, can be maintained at the same rate of 1 per cent. ad valorem; as yet they have given no cause of complaint. The revenues will be considerably increased by a valuation representing more accurately the real values, as well as by the increased activity in building on the part of foreigners who may be expected to flock in in consequence of the establishment of an orderly state of affairs. The value of the houses and other establishments outside Apia is put, after a careful examination, at \$200,000. A direct taxation of the plantations is not intended, as they are already affected indirectly by other taxes, such as the dues for the control of laborers (*Arbeitercontrollgebühren*) or those levied on the importation of laborers, and the exportation of products, and as, besides, it would seem to be in the interest of the Government to encourage the cultivation of plantations.

Ad. 5 and 6.—Controlling dues (*Kontrollsteuern*) on all sorts of plantation laborers and import dues on laborers. It seems appropriate that a tax should be raised for the control exercised through the authorities over the laborers; in the same way a tax on each imported foreign laborer is justified.

Ad. 7 and 8.—A valuation of the revenue to be derived from the dues levied for the registration of contracts of sale, as well as from stamp-tax levied at the rate of 1 per cent. ad valorem on all documents relating to the transfer of property is almost impossible; but in any case the figures set down are estimated at a very low rate.

Ad. 9.—

TAXES ON TRADES (GEWERBESTEUER).

The municipality of Apia levies a trade-tax on all commercial businesses, on ships engaged in trade there, on artisans, and commercial clerks. It is advisable to maintain these taxes. A more accurate valuation, the immigration of foreigners, and the taxation of all trades pursued outside Apia, will probably result in greater increase of revenue than that estimated in the budget. Special mention must be made of the ships calling at the harbor of Apia for commercial purposes (trading vessels). They have not approximately the same expenses of business that the resident merchants have; they turn over their capital more quickly, and have, by existing regulations, only to pay a single tax of \$10. For the protection of native industry it is desirable that ships of this sort should be subjected to a due five times as great.

Under 9, III, provision is also made for a trade-tax on white laborers.

Ad. 10.—The license tax for taverns now yields to the municipality a return of \$775. By raising the rate of this tax itself as well as by an increase in the number of taverns, which is to be expected in consequence of the greater influx of foreigners, an increase of revenue to the amount of \$1,000 may be reckoned on, and all the more so as the taverns established outside Apia will now be subject to the tax.

Ad. 11 and 12.—The rates set down under the items "statistical commercial dues on imports and exports," and "import duties," have been arrived at after careful investigation of the statistics hitherto known, and by following the principle that as small a burden as possible shall be laid upon commerce. For imports a duty of 1 per cent. ad valorem seems appropriate; the tax on exported products will be about $1\frac{1}{2}$ to 2 per cent. In the budget drawn up by an American, Mr. Moors, provision was made for a tax of 3 per cent. The smaller rate of 1 per cent. here set down relieves the Government of all the apparatus of customs officers. The collection of the tax can be left to the harbor-master. This is taking for granted that Apia should be declared the only port of entry, an arrangement which will not be found burdensome by anybody, and which will also prove useful for the control of navigation.

Ad. 13 to 17.—With respect to the pilot dues, it is believed that they will undergo a small increase. This has in fact been already effected by the new German steamer communication, and will be still more the case in consequence of the increase of shipping which is to be expected. The judicial fees and fines can not be approximately calculated. The figures set down appear very low. The revenue to be derived from the postal service has been calculated on the statistical returns of the municipal postmaster in Apia.

Mr. von Alvensleben inquired what length of time the King should be chosen for, and suggested that that might be left for the natives.

Mr. Bayard said he thought so; he preferred to follow the Samoan customs and traditions.

Mr. von Alvensleben said he thought his Government might not object to a vice-king, but he wished for the present to reserve his opinion on that subject.

Sir Lionel West said his Government might object.

Mr. Bayard said he had suggested it in his original proposition in order to enable the Samoans to gratify their recognition of their leading people, as well as to provide for a succession in case of the death of the King.

The conference then adjourned to meet again at such time as should be agreed upon.

T. F. BAYARD.

ALVENSLEBEN.

L. S. SACKVILLE WEST.

No. 7.

Protocol of third Samoan conference.

Confidential.]

DEPARTMENT OF STATE,
Washington, July 9, 1887.

Mr. Bayard said that at the last meeting Mr. von Alvensleben seemed to withdraw or qualify his objection to the Faipule. With a view to simplicity in the government, and with a disposition to concede everything that might be done for coming to an agreement, he had not stood upon that point, and he desired to know what ideas Mr. von Alvensleben would approve in relation to the Faipule.

Mr. von Alvensleben said it had been agreed that there should be a king and a council of native chiefs. It might be well, instead of keep-

ing the whole Taimua as a council, to take the principal chief, or such as may be appointed, from the Taimua into the King's council, and thus do away with the Taimua as such. The Taimuas really do the business, not, however, without conferring first with their Faipules. By taking some members into the King's council from the Faipule, these also might be done away with. But the Faipules might as well be kept, with only a consultative vote on Samoan matters.

Sir Lionel West said then it would not be a legislative body.

Mr. von Alvensleben said they might be a legislative body, but would only have a consultative vote. Their powers should be limited. They ought to have the right of accepting or rejecting the propositions made to them by the King and the council. The more you limit this body the more easily it will be managed.

Sir Lionel West asked whether they might not do away with it altogether?

Mr. von Alvensleben said he had no objection, but he thought its preservation might bring the Samoans more readily to accept this arrangement. If it was thought better to do away with it he had no objection. And perhaps the Taimuas might also be called together every year only to select a certain number out of their body who should for a certain time—for a year, or two, or three—belong to the King's council. This would still reduce the number.

Mr. Bayard said he understood that Mr. von Alvensleben's suggestion was that their duties should simply be consultative, and that he did not propose to give legislative power.

Mr. von Alvensleben said: To the King and council, yes; but not to the Faipule.

Mr. Bayard said that was the only one they had under consideration—the legislative branch which he proposed, but which was rejected by both the other members of the conference.

Mr. von Alvensleben said that if Mr. Bayard thought it better to do away with the Faipule he had no objection.

Sir Lionel West said he also had none.

Mr. von Alvensleben said if it was thought to be in the interests of the whole settlement, and of disposing of the matter favorably, he had no objection to keeping the Faipule.

Mr. Bayard said his idea of the whole matter was that the simpler their scheme for the government of this people the better; but he would be strongly disposed to respect their traditions and customs as far as may be, and let them have those governmental bodies that they have been accustomed to, and if the Faipule was one, to maintain it.

Mr. von Alvensleben thought there was no difficulty. There would be no objection to keep them on. It would perhaps be well to reduce them in number and to limit their legislative powers. They should only be allowed to accept or to reject what was submitted by the king's council. They could then do no harm.

Mr. Bayard inquired whether he meant that their consent should be essential to the enactment of measures.

Mr. von Alvensleben replied, yes, in native affairs. He should like to repeat that he was quite ready to do away with it, if that was preferred.

Mr. Bayard then referred to the land question. His suggestion was that a land court should be formed before whom all claims for land in the islands should be brought and whose decisions should be final; but it had been suggested that a land commission should precede the land court, so that there should be an appeal. His comment upon that was

that it was an unnecessary complication of duties, and a reduplication of officials, costly, and tending to conflict, and opposed to that simplicity in the affairs of this very simple people that he thought one of the wisest features of his suggestion. There was no complex system of land laws in Samoa.

Sir Lionel West said there was not even a basis of a land system.

Mr. Bayard said consequently no great learning in land laws was required by the adjudicators. What was needed was substantial justice, of which the first element was honest dealings between the persons who had acquired these lands and those who were the prior owners or controllers of them. He could not perceive any necessity whatever, but, on the contrary, a good deal that was useless and embarrassing in having two sets of men to act upon these questions. International commissions had been frequent, before whom had been brought questions of boundary between adjacent countries and questions of losses growing out of claims mutually against the parties, but he had never heard in any case that it was necessary to precede the tribunal of arbitration and settlement by another commission to sift out in advance, and he thought it would be difficult to find a precedent for it.

Sir Lionel West then read to the conference the following observations:

With regard to the proposed land commission, Her Majesty's Government are strongly of the opinion that it will be found necessary to facilitate the labors of the land court when established. Land claims in Samoa are of a very complicated nature, and it will be absolutely necessary to collect such preliminary evidence in order to facilitate the final decisions of the special court. The obtaining of such evidence and the adjustment of existing disputes by mutual concessions could not properly be confided to a final court of appeal, whose judicial competency might be thereby impaired. It appears to me that the labors of the commission, which it is proposed to appoint, should be directed to the collection and classification of all existing claims, which can not be adjusted by compromise, for submission to the land court, which, after pronouncing upon them, would, for the future, be free to deal with all land questions arising upon their own merits. It must be borne in mind that not even a basis of a land system prevails in Samoa at present, and it is this basis which it is sought to establish by the preliminary labors of the commission. If this principle is admitted, the composition of the commission and the nature of its labors will have to be defined.

Sir Lionel West said that was the opinion of his Government, which they strongly recommended.

Mr. Bayard said he did not precisely understand what the question of complication of title was when it is admitted that there was no system under which the titles had come. It was agreed upon as a fact that more land was claimed by foreigners in this group than the islands themselves contain. That alone shows the necessity of examining the base of claim by foreigners to any land at all in Samoa.

Sir Lionel West said: But not by a judicial court in the first instance.

Mr. Bayard said it was merely a question whether the means was appropriate to the end. His experience in the United States in dealing with land questions led him to believe that they could remedy the scandal of crowding these people out of existence on their own soil.

Sir LIONEL WEST. In the future, yes.

Mr. Bayard said it was done already, according to these claims. Those people are asked to give up all their land absolutely, and yet to live honestly. The best thing they could do was to rectify so gross a condition of things as that implied, and they all agreed as to that. The question was merely of appropriate means to that end. In his judgment, if a competent court was established under the influence of

the three treaty powers, such court to consist of three foreigners and two natives, and it was agreed that upon the fact being made known that they are duly commissioned and sworn to do justice in these land cases, that all of the land claims, without exception, should be brought before them—what use and what part a commission could play in that he could not see. The court could cause to be filed before them within a stated period the claims of every foreigner to land in Samoa, accompanied by his muniments of title, whatever they may be. There was no necessity for a commission to summon people to file their claims. If notice was given of the appointment of a land court and proclamation is made that before them were to be filed all the claims for land in Samoa, those who did not make the claim to land would be supposed not to have any, and those having claims would come forward and support them with proper testimony. It would not be a question of the commission hunting up claims.

Sir Lionel West said there were a good many cases which might be settled by a commission and not go to the court at all.

Mr. Bayard said a court was just as simple in its operation as a commission could be, and all the results of substantial justice would be reached by single adjudication, which, with a single body, could be speedily had. Many of the claims were no doubt honest and would be readily established. In other cases, of persons having large amounts of land improperly obtained for improper considerations under fictitious or constructive grants, the land court could pass upon them instantly and decide upon them justly without the interposition of a land commission. The commission, in other words, could do nothing the court could not.

Sir LIONEL WEST. In your opinion the commission will not facilitate the court?

Mr. BAYARD. On the contrary it would embarrass it, and would increase our difficulty in finding the number of competent persons for these tribunals.

Sir Lionel West said his Government were strongly in favor of the commission, and Mr. von Alvensleben's Government was also.

Mr. von Alvensleben said the intention of his Government is also to facilitate, and the commission should be organized principally for the reason that it would make the settlements easier. He had been told that there were very many claims, and that there was not one spot of Samoa that was not claimed either by foreigners or by Samoans, or by both, and there were many lands which have been sold two or three times to different people, and he knew from very good authority that such cases would be presented where one Samoan sold it to one foreigner, another Samoan came and sold the same to another foreigner, and thus the claim stood. It had, perhaps, been surveyed by the one and not by the other, so that the claimants' cases would be easily settled as soon as they saw that the commission only wanted to act with fairness.

Mr. Bayard said he was still unable to perceive what function the commission could perform that the court could not equally and more efficiently perform, nor could he see any use of passing these proceedings through two tribunals. The court should be invested with power to call on every man who claims to own and hold land in Samoa to lay before them the groundwork of his title, and he must come and uphold it, otherwise he would be without that validation of his title which is essential in Samoa. International commissions had been many, arbitrations had been many, and such a thing as preceding the judgment of arbitration by the finding of a commission was unheard of,

Sir Lionel West said, not the finding of the commission but the collection of evidence.

Mr. Bayard said the object of the commission appeared to be only to make business for the court, which could, however, call all the cases into its cognizance and settle them.

Another matter he desired to mention was the question of the creation of a single mandatary, or the placing of powers in the hands of three chief executive officers, who should represent the three treaty powers, the King being the fourth, and a native to be the fifth. The effect of such a tribunal would be to give the three powers combined a majority and the decision. He could not see how the principle upon which we have agreed for the establishment of government in Samoa could be accomplished under the German plan.

Sir LIONEL WEST. Which is approved by my Government.

Mr. Bayard said he did not understand that it was approved. He did not understand that Sir Lionel had any definite proposition on that point. It seemed to him very plain that if the German plan was followed it would necessarily result in creating those islands, whatever might be their nominal government, into a German possession, and that was not in accord with the plan on which they had all agreed in the beginning of this conference.

Sir Lionel West then read the following paper in regard to the mandatary scheme:

It is admitted by the three powers that foreign intervention can alone insure the stability of the native government which it is sought to establish in Samoa, and that the tripartite control which has heretofore been exercised has proved abortive. The mandatary scheme does not involve the recognition of any preponderating interests which, as the Secretary of State has justly remarked, ought not to be taken into account in dealing with the matters before the conference. The German Government, as well as Her Majesty's Government, moreover, do not assert preponderance of interests as an argument in favor of the scheme. Indeed, they have asserted that there shall be absolute equality of treatment in respect to commerce, navigation, and jurisdiction, should it be adopted, but Her Majesty's Government are willing, seeing the great interest Germany has in Samoa, to accord to the German representative the first term of five years as the mandatary of the other two powers. Her Majesty's Government do not see that any exclusive control is involved in this arrangement, as under any circumstances the mandatary power can only be exercised with the consent of the other two powers, and it seems, therefore, a matter of small importance which power should be the first to exercise it. The argument in favor of the mandatary scheme is that it will prevent the control from falling into the hands of those connected with local interest and do away with the tripartite control which has been the cause of so many disputes, and which has, in fact, led to the present conference. It is to this end, therefore, that Her Majesty's Government favor it as the only measure of establishing a salutary foreign control. I would submit that the scheme, proposed under number 5, of the Secretary of State seems to fall short of this object, inasmuch as it leaves the door open to the same local influences that have hitherto prevailed owing to the difficulty of insuring impartial nominations in the King's council.

Mr. Bayard said he observed Sir Lionel spoke of the government that was first to take the mandatory office. Did he mean that there was to be an alternation, and that the power taking it first, after a term of years, was to be succeeded by another?

Sir Lionel West said it would be alternative, with the consent of the other two.

Mr. Bayard inquired what was the object of saying first? Why not say perpetual?

Sir Lionel West said it must be alternative if it came once to each.

T. F. BAYARD.

ALVENSLEBEN.

L. S. SACKVILLE WEST.

Protocol of fourth Samoan conference.

Confidential.]

DEPARTMENT OF STATE,
Washington, July 16, 1887.

Mr. West said that, as there was some misapprehension about the phrase "alternate control" in the memorandum which he submitted at the first conference, he desired to present the following paper:

There seems to be some misapprehension as to the meaning of the phrase which occurs in the memorandum which I submitted to the first conference, and of the remarks thereupon in the last conference. The phrase "alternate control for a limited time" does not imply that the representative of each power shall be elected the mandatory in rotation, but merely indicates that the mandatory scheme bears an alternate character; for should German preponderance cease at the end of the first five years the next power possessing it in succession would, according to the German plan, exercise the mandatory power. It is distinctly understood that under the German plan preponderating interests for the time being should be taken into consideration in deciding the question as to which power should designate the representative under the approval of the other two powers.

Mr. von Alvensleben then read the following paper:

Concerning the nomination of the adviser of the king as the mandatory of the three treaty powers to be appointed with the concurrence of the two other powers by the power whose interests are preponderating there for the time being, Mr. Bayard repeated at the last meeting an intimation he had already made at the former meeting that whatever may be the nominal government of the Samoan Islands it seemed to him very plain that if the German plan was followed it would necessarily result in creating them into a German possession. I presume that by referring to Germany in this association Mr. Bayard intended merely to exemplify his objection to the mandatory scheme in general, and that if, for instance, under the proposed conditions and terms the United States were called upon to make the nomination, Mr. Bayard would raise the same objections, for the reasons that these islands could not be prevented from becoming an American possession. I am, however, satisfied that the Imperial Government would readily concur in such appointment, not entertaining any apprehension of the kind alluded to by Mr. Bayard, a similar result being beyond any doubt excluded if the guaranties contained in the German proposition be secured. I desire at the same time to express my regrets that the sudden end put to our last meeting prevented my making these remarks already then.

Mr. Bayard said the papers read by Sir Lionel West and also by Mr. von Alvensleben in some degree anticipated the very matters he wished to bring before them. The proposition, as he understood it, of Germany was that a preponderating interest in land and commerce should determine the selection of the chief executive officer of the proposed new government, who should hold that power for a term of years; and then came the question at the end of that term what was to become of the office and powers so exercised? Perhaps the best answer he could give to his proposition was that the exercise of this power should alternate. There was in his mind what he supposed to be the admitted basis of this entire discussion, that is, the equality of the three powers; and it mattered not whether the mandatory was an American, or a German, or an Englishman; the result of perpetuating power in the hands of either would have the same result. There was not the slightest meaning in the illustration made by him of the deposit of this power in the hands of the German which would not have been equally applicable to the vesting of the power in an American on the same principle. He had understood Sir Lionel West's former statements to propose that the exercise of the mandatory power should be alternate, but that owing to Germany's great interests she should have the appointment for the "first term of five years." That, however, seemed to be qualified by the paper just read by him.

Sir Lionel West said that the power might be exercised in alternation; but there was a great difference between alternation and rotation.

Mr. Bayard said he had not the slightest desire to see the American influence preponderating over the German or English; but he did desire to see the native influence upheld by all three equally and for a common purpose. The effect of exercising mandatory power in alternation would be to impose a wholesome check upon a disposition to abuse it. If an American should be chosen as the mandatory (he would not say German, because it seemed to have led to criticism), the reflection that at the end of his term he would have to hand the power over to an officer of another Government would greatly lessen the inducement to be partial toward his own countrymen and their commercial interests. The selection of any power because it had the preponderating interest seemed necessarily to tend to make that which was strong still stronger, and that which was not so strong still weaker. The effect of the mandatory power in the islands would not be confined to the interests of the three powers. This is not the case of the unopposed occupation of an empty country. It is the case of a community, primitive people, whose existence and rights the three treaty powers have separately and voluntarily recognized by solemn treaty. He did not think any arrangement permissible that would allow the Samoans to be crowded out of their natural and native homes.

He desired, also, to advert to the importance of the practical neutralization of the islands, both to the safety of the islanders and their commerce. The recognition of a preponderating commercial interest, and the power of political control in any one foreign power, would certainly endanger that neutrality if that power should become involved in war.

Mr. von Alvensleben inquired whether Mr. Bayard still maintained No. 5 of his original proposition, or whether he made a new proposition that the mandatory should be chosen by the powers alternately.

Mr. Bayard said he still believed in the subdivision of powers; that if there were only two ministers, one of foreign affairs and commerce and the other of the interior and treasury, there would still be a check upon the disposition to misuse power.

Mr. von Alvensleben then read, in relation to Mr. Bayard's proposition No. 5, the following paper:

By adopting Mr. Bayard's plan to put the executive power into the hands of five, the powers would follow precisely the same course of policy which has led, as is generally acknowledged, to the most unsatisfactory results in Samoa. A co-operative assistance of the three powers in the sense of Mr. Bayard's suggestion has hitherto taken place only in the municipal board at Apia, but it has been proved that such a threefold co-operation is not only ineffectual but injurious to the utmost degree to a foreign interests, as well as to those of the natives. After such an experience, fully confirmed by the reports of the special commissioners, especially those of Mr. Travers and Mr. Bates, who, in plain terms, assert that the three-party control would be inappropriate means to arrive at the solution of the task of this conference, it ought, under all circumstances, to be avoided to take a similar scheme into consideration, with a view of assisting the Samoans in their management of government affairs. According to Mr. Bayard's plan, the tripartition existing, as stated, at present only in the municipality of Apia shall be extended to the executive power of the new government, with the only difference that not the three consuls, but the same number of foreigners, one of them to be nominated by the three treaty powers, shall be invested with the respective functions of the three highest officials. Without dwelling upon the obviously very considerable difficulties of finding among so small a foreign population persons fit to hold so important offices, I think it necessary to point out another serious objection to which Mr. Bayard's plan gives rise. The latter, as I understand it, can aim only at such persons who have not been involved or compromised in any way in the events of the last years. On the other hand, it may well be assumed that all prominent foreigners, and the very persons who would alone have the qualifications for such officers, have been obliged, in the course of events, to support one party or the

other in the disputes or political strifes, and it would seem to be demanding a super-human self-denial that those persons should suddenly break with their entire political past. In my opinion, it would be in direct opposition with the object of this conference that a rivalry of the influence of the three powers, which, as they themselves acknowledge, is the principal cause of the unsound condition of the state of affairs in Samoa, and which, consequently, ought to disappear, should again be solemnly sanctioned and revived in the new organization of the Government, although in a somewhat different shape from what it is in the municipal board. The purpose of this conference is to secure lasting peace and order, and in this respect the interests of the natives and the foreigners are identical. However, by adopting Mr. Bayard's plan the conference would lay the germ of death at the very bottom of its reformatory work and incur the grave responsibility of having done so deliberately; that is to say, without paying due attention to the experiences made in Samoa, nor to the warnings which are contained in the reports of the special commissioners, forming the basis of our negotiations. It being acknowledged that the natives in Samoa are unable to create or maintain any government without the support of the powers, assistance must be lent them in the most efficient manner. The first step in this direction must be that the powers keep a united position towards the Samoans and that this united position finds expression in their common organ, the recognized adviser of the Samoan Government. Only in such a way it will be possible to elude all party intrigues from the very beginning, as the natives would then be aware that no political party whatever could count upon any assistance from one single power. I may be allowed to quote from Mr. Thurston's report, giving a characteristic of the Samoan people. Under 109, it is said: "The great object of a Samoan party when seeking to gain an ascendancy is to intrigue for foreign support, and hence much of the trouble that has arisen."

The proposition of the Imperial Government, according to which the power having for the time being the preponderating interests in Samoa shall have the right of nominating the adviser, is now before the conference. The co-operation provided for by the two other powers with regard to the nomination, the limitation of the term of office to five years, the proposed expressed declaration to secure to the three treaty powers and their subjects in Samoa entire equality of treatment with regard to commerce, navigation, and jurisdiction, and other matters, are sufficient guaranties to remove from the very beginning the danger that by transferring that mandate to one power a political monopoly would be established in favor of the latter. A further very efficient guaranty of the same kind is to be found in Article IX of the draught convention which I had the honor to lay before you, suggesting that an express and repeated declaration should be made of the independence and neutrality of the Samoan Islands. I therefore conclude that it is not the German but the American plan which is inconsistent with the principles of this conference.

Mr. Bayard said he would like to say another word about the question of having both a land commission and a land court. The Samoans were the natural owners of the soil, but suddenly, in the course of ten years, a lot of claimants had sprung up from foreign lands who actually demanded more than the soil itself contained. For that reason he thought it the right of the Samoans as a people to have citation made by the land court to all the foreign holders of land on the islands, in order that their titles might be brought before that court for examination. He did not understand what compromises the land commission could make or approve that the court could not equally approve. But it would be very little satisfaction to the Samoan natives to have a compromise adjusted by this land commission between two foreigners, neither of whom had any right to the land they were disputing about. The court, upon its organization, could issue its proclamation calling for all claimants of title in Samoa to file in that court by a given day a statement of their claim to title, whence derived, with plats and surveys, if any, so that the court could pass upon them. If there should be a question of conflict of title between the two claimants, involving questions of fact, it would be in the power of the court to appoint commissioners to ascertain facts; but that was not the thing meant by the word commission in the proposition of either of the other members of the conference.

Mr. von Alvensleben said it was a board, which is a beginning, and

which is entirely temporary, intended to cease after the general claims have been looked into and those settled which could be settled by the land commission. Then it will cease and there will be left a land court.

Mr. Bayard said he should not stand in the way of this piece of machinery if it was considered, upon reflection, desirable to the end. If it was proposed that the commissioners should have some duty in connection with the settlement of land questions, which was not final, but that in the end there was to be final control in the land court, his object would be reached, because it would be provided that every land title in Samoa should be subjected to the examination of that court, and that claimants of title should be capable of being summoned in the public interest and not in that of the rival claimants. Claimants should not rest undisturbed in the possession of land that belonged to Samoan people, and for which the present occupants had never given a valuable consideration. If these simple, primitive people have no other means of support than agriculture, and their lands are taken from them, no matter how, there is nothing left for them but to be subjected to the most wretched servitude or else to die. He thought against that the most substantial provision should be made by electing a tribunal who could call before them everybody holding land in Samoa, and compel them to show their titles.

Sir Lionel West said the idea of the commission was simply to facilitate this, and he thought it would.

Mr. Bayard said it was a question of judgment, and he had submitted his reasons for thinking differently. It would be difficult to get men in Samoa for the two bodies.

Mr. von Alvensleben said he thought these gentlemen ought to be sent out from abroad, because every foreigner and every Samoan is engaged and interested in the land question; that Mr. Bayard had said that if there was a single court, composed of three foreigners and two natives, foreign interests would be protected, but this would not follow, because the foreigners had never kept together.

Mr. Bayard observed that perhaps that was right.

Mr. von Alvensleben said his Government, at any rate, felt the greatest sympathy for the Samoans, and meant to help them in a sincere way.

Mr. Bayard said he felt that he could not perform a more benevolent service to the people of Samoa than by having the land titles in the kingdom overhauled.

Mr. von Alvensleben said his Government was of the same opinion, and he read in illustration, from the memorandum on land disputes submitted at the second conference, the following :

This sort of dispute is to be withdrawn from the cognizance of the consuls, and from the jurisdiction of the English high commissioner respectively; it is consonant to the general principles of justice that disputes relating to real estate should be decided by the laws and courts of the country in which the object of the dispute is situated. In the present case, however, it must be further taken into consideration that, in the absence of any sort of legal provision as to the conditions, requirements, and formalities necessary for the valid transfer of land, and in consequence of the utter complication existing in the ownership, irregularities and it may be acts of injustice have occurred, which absolutely demand an impartial decision based upon a thorough examination and investigation of the matter.

Such disputes are to be settled in a uniform procedure and according to uniform principles to be previously laid down by the treaty powers with the agreement of the Samoan Government, by an authority to be specially instituted, and in the last instance by a land court to be specially created. For this purpose it would seem advisable, after establishing the general principles on which the decisions as to the

validity of land transfers are to be based, first to appoint a commission composed of three members, each of the three treaty powers naming one. Before this commission all claims which are raised by foreigners with regard to land in the Samoan Islands must be filed within a certain period; the claims must be accompanied by the titles and other documents or duly authenticated copies relating thereto.

Mr. Bayard said that proceeding in his mind upon a theory of what he might call the rights of the State of Samoa in these cases, which were very distinct, and oftentimes adverse to the rights of these foreign claimants, it was the right of Samoa to call all these claims into court and compel a submission of the claim of title to the land commission or court, because there was a great deal of public land occupied by people having no right to it. Such persons would desire no contest, for they were content with their possession; but he proposed that they should be called into court and their right to occupy should be established by them or else they lose it.

Mr. von Alvensleben said that as soon as any political adventurer got to the islands the first thing he did was to tell the Samoans, "You must trust me; I will get all the land back for you; I will take it away from the foreigners and you will get it." As soon as they learn that it is intended to regulate the land claims, they will come forward with no end of claims; but as soon as they see there are certain rules established, and that the foreigners do not mean to deal with claims not justified, they will be willing to come to an amicable settlement.

Mr. Bayard inquired whether he agreed that all land titles in Samoa ought to be overhauled?

Mr. von Alvensleben said he thought there ought to be some limit how far to go back. He thought they ought not to go further back than the time of the English and German treaties.

Mr. Bayard said that as the American treaty was the first, he was willing to go back to that. As it was agreed that there should be an overhauling of land titles, the question is, who is to do it? How could the commission proposed by the other members of the conference settle the question where a Samoan was concerned?

Mr. von Alvensleben said his proposition was that the members of the commission were to be appointed by the Samoan Government on the proposal of the treaty powers. It was further said in his memorandum—

As far as the title deeds do not in themselves offer room for doubt as to the legality of the acquisition, all lands acquired before the conclusion of the German-Samoan and English-Samoan treaties, respectively—that is, before the 24th of January and 28th of August, 1879, respectively—and also, under the same conditions, all lands which, within the last two or three years, have been put under cultivation by the new owner, shall be registered as validly acquired without prejudice to the claims of third persons. On the other hand, the acquisition shall not be regarded as legal, and registration shall be provisionally refused in cases where the claimant is only in a position to produce, as a proof of his legal acquisition of the land, a so-called promise of sale, as well as in cases where the land has not been surveyed within two or three years following the conclusion of the sale, or where the deed of sale contains no precise description of the boundaries of the land sold, or where at the time of the conclusion of the contract the price of the land has not been paid in full to the seller, without prejudice, however, to the claimant's right to demand a judicial decision. The commission shall be invested with the right of citing before them, through the local authorities, for examination, and of hearing as witnesses, the sellers and any other persons whom they may think fit to supply information. A very important question, especially touching land disputes between foreigners, concerns the determination of the right of ownership and disposition of the land sold on the part of native sellers. Numerous cases will present themselves in which one and the same piece of land has been sold by different persons, styling themselves the owners, to different parties, or in which pieces of land have been sold by persons whose right to the ownership and disposition of that land is disputed on the part of other Samoans. In this case the

commission shall be empowered through the local government of the district in which the disputed land lies, to institute a native commission to determine the seller's right of ownership and to lay the result of such investigations, together with the underlying motives, before the foreign commission; this decision, however, shall not be binding on the latter. Such native commissions would have also to be charged with the examination, and, if required, with the decision of land disputes existing between the Samoans themselves. Pieces of land which for ten years or more have, without dispute, been cultivated, or at least made use of by foreigners, shall, without further inquiry, be regarded as property legally owned or acquired by prescription.

Mr. von Alvensleben said they needed a native commission to help in these cases.

Sir Lionel West said that was his idea; that the commission should facilitate.

T. F. BAYARD.

ALVENSLEBEN.

L. S. SACKVILLE WEST.

No. 9.

Protocol of fifth Samoan conference.

Confidential.]

DEPARTMENT OF STATE,
Washington, July 21, 1887.

Mr. Bayard said that in the protocol of the second conference a number of agreed points were stated, one of which was that there should be a free and unawed native election of a king, without the interference of foreigners. The proposition submitted by him at the first conference was for the election of a king and vice-king. His object was to recognize the customs and wishes of the Samoans, and to provide for a succession in case of the death of a king, so that there would be no interregnum. He was still disposed to include in the plan of government the election of a vice-king; and he desired to submit whether it would not be well, if the king and vice-king should be elected for a term of years, to provide that the term should last until a successor was chosen, in order to prevent an interregnum.

Sir Lionel West inquired whether he meant that the king should be elected for a term of years?

Mr. Bayard said he was disposed to follow the customs of the country.

Mr. von Alvensleben said he also thought the customs of country should be followed wherever it could be done.

The election of a vice-king was then placed among the agreed points.

Mr. Bayard then referred to the question of a Faipule, and inquired whether there was objection to that?

Sir Lionel West asked whether he would make it a legislative body.

Mr. Bayard said it should retain whatever its function was before.

Mr. von Alvensleben said they did not meet regularly; although no matter of importance was transacted without their being consulted about it.

Sir Lionel West said he supposed it might be called a legislative assembly.

Mr. Bayard said that he had found the Faipule in the commissioners' report of existing customs as a legislative assembly, and for that reason he had retained it as such in his plan. The question was whether it would not tend to give satisfaction to the people to have this popular assembly to which they could send their representatives.

Mr. von Alvensleben inquired whether it would not be best to agree that the Faipule should exist, but not to define its powers yet. This would be left to a further understanding. The Taimua would be taken into the king's council.

Mr. Bayard said that it might be agreed that the election should cover a king, a vice-king, and a Faipule, without any further definition as yet of the Faipule power.

Mr. von Alvensleben said that the Faipule should be elected by districts on a certain ratio of population—say, as proposed, one representative for every 2,000 of population, and not over the whole country, because the Samoans would not understand it.

Mr. Bayard said he understood that there would be required the aggregate vote of the whole group for the king and vice-king, but that each district would elect its own representatives to the Faipule.

Sir Lionel West said by that they recognized the broad principle of an elective assembly.

Mr. BAYARD. Yes.

Mr. Bayard then referred to the land question, in respect to which there were three propositions before the conference. On page 3 of the protocol of the first conference, it would be found that he had proposed a single land commission or court, of original and final jurisdiction, who should inquire into the nature and extent of each and every land claim by foreigners. It was proposed that this commission should consist of five members, appointed by the king, three to be appointed on the nomination of the powers, and the remaining two to be selected by the king, in order to recognize Samoan customs in relation to land.

In the paper submitted by the British minister at the first conference, it was proposed that there should be an "international land court," and that in order to facilitate its workings, "the existing land claims of foreigners should be disposed of by a commission," previously to the establishment of the international land court (Protocol, 1 Conf., p. 7). Before coming to the German proposition, he desired to ask whether the plan of Great Britain contemplated anything more than a commission in aid of the court; and whether that was the extent of the machinery proposed by the British Government to test the land question?

Sir Lionel West said it was.

Mr. Bayard said that in the paper submitted by the German minister at the first conference, it was said that—

The irregularities which are known to have occurred in regard to the acquisition of land, and the disputes to which they have led between foreigners and natives, make it appear expedient to consider the establishment of a special international court for the decision of claims and disputes relating to land; and it was further said that in the composition of this court due consideration will have to be given to the nationality of the parties. (Protocol 1, Conf., p. 6.)

In the second conference the German minister explained that the international body would constitute merely a commission to prepare for the court; and he submitted, by instruction of his Government, a memorandum on land disputes, containing a scheme of procedure. In this memorandum it is declared to be "consonant to the general principles of justice that disputes relating to real estate should be decided by the laws and courts of the country in which the object of dispute is situated;" and it is then proposed first to appoint a commission composed of three members, each of the three treaty powers naming one. Now, agreeing to the doctrine that disputes concerning realty should be decided by the laws and courts of the country in which it is situated, it seems that the courts whose judgments were to settle those conflicting claims ought

to contain a native element. If, in addition to the three foreigners, there were two natives in the tribunal, the result would be that in the discussion of cases prior to judgment, a knowledge would be given of native customs and native rules in respect of the transmission of land. The opinions of the two natives would not be conclusive upon the other three judges, but would inform them, and the further object would be reached that the natives would feel that whatever the decision, they had a voice in making it, and they would pay greater respect and more voluntary obedience to the tribunals in which their customs and people had been fairly represented.

He had been unable to change his opinion that there is no function which the two bodies, the commission and the court, can perform, which the court could not efficiently perform with more directness and less complication. Still, if Great Britain and Germany agreed that it was desirable, he would, in order to reach an agreement, recommend the establishment of a land court, and also of a land commission who may perform preliminary functions of arranging business, with the understanding that the final decision rests with the court. He inquired whether the theory of the British suggestion went beyond this?

Sir LIONEL WEST. No, not at all. You have described it.

Mr. BAYARD. Then the statement I made last will be satisfactory to your Government?

Sir LIONEL WEST. I think so, thoroughly.

Mr. Bayard said he hoped it would be so to the Government of Germany, although he found in the more elaborate plan of the German Government a pursuit of the idea of commissions that was not very definite. In this plan, submitted at the second conference, it was declared to be "consonant to the general principles of justice that disputes relating to real estate should be decided by the laws and courts of the country in which the object of the dispute is situated;" that owing, however, to the condition of Samoa, it is necessary that the disputes there should be "settled in a uniform procedure and according to uniform principles to be previously laid down by the treaty powers with the agreement of the Samoan Government, by an authority to be specially instituted, and in the last instance by a land court to be specially created;" that the first body or commission should consist of three members, each of the powers naming one, to be appointed by the Samoan Government on the proposal of the powers; that before this commission all claims which are raised by foreigners with regard to land in the Samoan Islands must be filed within a certain period, the claims must be accompanied by the titles and other documents or duly authenticated copies relating thereto (2d Protocol, pp. 12, 13); that the "commission shall be invested with the right of citing before them, through the local authorities, for examination, and of having as witnesses the sellers and any other persons whom they think fit to supply information;" that in case, however, of sales by different natives of the same piece of land claimed by all, the commission may institute a native commission, but the decision of the latter is not to be binding on the former. The foreign commission is to be "authorized to give a provisional decision as to disputes relating to possession and ownership of land, or to effect an amicable arrangement. Whenever Samoans are involved as parties in such disputes, the foreign commission shall invoke the co-operation of a Samoan chief to be nominated by the government of the district where the land lies, or of the Samoan judge at Apia." From the decision of the commission there is to be an appeal

to the land court, which is to be "composed of a judge nominated by the Samoan Government, and of the consul or of one of the prominent countrymen of the litigant."

Such was the plan submitted by the German minister in detail. It differed in two material points from the plan proposed by the British minister at the first conference. His proposition was, that there should be an "international land court" preceded by a commission. The "international court" suggested by the German minister at the first conference meant the land commission. The "land court" described in the plan submitted by him at the second conference is not international in the sense in which it is supposed that term was intended to be understood when used by the British minister at the first conference to designate the tribunal of final decision. The second point of difference was that the German plan contains a provision for a third commission or numerous commissions to be set up at the option of the principal or foreign commission. Thus, Mr. Bayard said, there were three plans before the conference. The first was that submitted by him for a single body of five members, three foreigners and two natives; the second was that submitted by the British minister for a commission and an international land court; and the third was that submitted by the German minister for a foreign commission of three members to be assisted in certain cases by a native person; a land court whose composition is not definitely stated; and such native commissions as the foreign commission may see fit to call into existence.

It was proposed in the memorandum submitted by the German minister that the "final settlement" of land disputes should take place by the "judicial decision of the land court." But it is to be composed only of a judge to be nominated by the Samoan Government and of the consul, or one of the prominent countrymen of the litigant.

He observed that the term "litigant" was employed in this relation as meaning the foreign claimant. The plan says "the consul or one of the prominent countrymen of the litigant." If that was the uniform signification of the term as used in the plan, then it made no provision for an appeal by a native from the decision of the land commission. "The litigant shall have the right of appeal from the decisions of the commission, or of demanding a judicial decision by the land court" (2d Protocol, p. 14). Did this give a native claimant a right of appeal?

Another feature to be noticed in the plan submitted by the German minister for a land court was that while it was referred to as a court of appeal, it had no settled constitution and could not be guided by any settled rules. With such a body, or diversity or multiplicity of bodies, to sit in final judgment, it was not seen how the result of a uniform land system could be expected or reached.

Moreover, the plan for this court did not contain the recognition of a native element, and instead of containing anything like simplicity (he thought the English plan had exceeded practical utility) it would lead to the continual employment of inconvenient native commissions without any uniformity of decision, which, after all, is the great basis of safety as to land title.

Mr. von Alvensleben said he wished to draw attention to one paragraph in his memorandum, namely:

In the present case, however, it must further be taken into consideration that in the absence of any sort of legal provision as to the conditions, requirements, and formalities necessary for the valid transfer of land, and in consequence of the utter complication existing in the ownership, irregularities, and it may be acts of injustice, have occurred, which absolutely demand an impartial decision based upon a thorough examination and investigation of the matter.

Although the decision of land disputes by the law and custom of the place is a proper principle, there should, in the present instance, be an application of some modifications to that principle, and his Government wished the Samoans to be heard in dealing with these land claims. He did not think it possible that the natives should belong to the court, as they are too much interested, just as much as every foreigner who is there; and therefore he thought such a commission could only be composed of people who went to Samoa free from local influences, and who were sent out by their Governments. But in order to take into consideration the interests of the natives, they would call native commissions as soon as native interests were involved, and the settlement would be made according to the customs of the country.

Mr. Bayard said that a tribunal of three foreigners might reach a disinterested decision, but that was not what was proposed. The memorandum of the German minister said:

The final settlement of the land disputes takes place by the judicial decision of the land court.

And further:

The latter is composed of a judge, to be nominated by the Samoan Government, and of the consul or one of the prominent countrymen of the litigant.

Mr. von Alvensleben said the intention was that this land court should be composed of a judge to be named by the Samoan Government and the consuls or prominent countrymen of the nationalities to which the parties belong, so that the different parties should each be represented.

Mr. Bayard said that was creating, therefore, a special court in each case.

Mr. von Alvensleben said certainly; judges would change according to the nationality of the parties. There will always be a Samoan judge appointed by the Samoan Government, and he would be assisted by the representatives of the parties. If there were two parties of different nationalities engaged in a dispute, they would both be represented. If a German and American, there would be the consuls of the two countries, and they would assist the judge.

Mr. Bayard said, "Suppose a German and an Englishman take an appeal from the decision of the land commission, before what tribunal would they go? Before a judge named by the Samoan Government, a man named by the Englishman, and another named by the German. The litigants would take care to select their own friends, and then the judge appointed by the Samoan Government would make the final decision. Was it supposed that by creating a special tribunal in each case uniformity in decision would be attained? The idea had been to found something as near civilization as possible, and in judicial decisions it was essential that there should be stability and a system; that the laws should be laid down by the court, and that it should adhere to them. And unless there was some uniformity of decision there would be hopeless injustice. If, in each case, after the land commission, composed of representatives of the three powers, had acted, there was an appeal in the manner suggested by the German minister, each tribunal would have a law for itself.

Another thing he would notice was the proposition to introduce the consul of the litigant into the tribunal, although the interference of the consuls in other matters was deemed unadvisable on account of their partisanship. He desired to inquire also whether the object of the conference would not be better reached by infusing into the court of last

resort a native element which would, as a matter of numbers, be under the control of the representatives of the three treaty powers. According to the plan of five proposed by him there would be native representation and uniformity of decision, and the court would not ask what was the nationality of the claimant but what was the basis of his claim? Besides, in all courts of last resort there ought to be uneven numbers to prevent a deadlock. According to the German minister's plan if there were three claimants the court would consist of four members.

Mr. von Alvensleben inquired who ought to preside in the tribunal proposed by Mr. Bayard?

Mr. Bayard said he would let the five men select him. This, however, was very important. He might be a German. He would have no more power than the rest. The object of having a presiding judge was to direct the business of the court, and the majority of the court would make the decision.

Mr. von Alvensleben said experience had taught that the foreigners never kept together.

Mr. Bayard said that the foreign officials in Samoa heretofore had not been there as judges under the Samoan Government, but as the official representatives of foreign powers.

Mr. von Alvensleben said that if the five judges were taken from Samoa there would be divisions from the beginning; because everybody there was interested in some way or another.

Mr. Bayard said that if a judge was interested he could not sit. He supposed, however, that men could be found who did not own land.

Mr. von Alvensleben said he thought not. As to the Samoans, they were all related to each other, and the characteristic given of them by Mr. Thurston is that they are rather untruthful, so that they would be quite ready if they could get the favor of any nationality in a land dispute to favor that nationality for that purpose. He was opposed to such a composition of the court as that.

Mr. Bayard asked whether he would exclude the Samoans from all voice in the decision of the titles of land?

Mr. von Alvensleben said he thought the proportion of two Samoans and three foreigners was not according to the plan of his Government. Besides the foreigners in Samoa were certainly not less interested in the land question than the Samoans, so that if one can not find disinterested foreigners there one will have to take them from abroad.

Mr. Bayard said: Suppose you eliminate, for the purpose of discussion, the Samoan element entirely, and you create three judges as a court of final resort; you first let the commission organize and take what testimony they please and make what finding they please. If the finding is satisfactory to the parties concerned it stands; if an appeal can be taken by either it comes before the court composed of the nominees of the three Governments. Would that relieve the question?

Mr. von Alvensleben said: No; that would come almost to the same thing. We say we are ready to have the judge placed by the Samoan Government at the head of this supreme land court, and to have called as his assistants the two representatives of the nationalities concerned. He thought, however, that the principle point of all was that an understanding should be reached in regard to the formation of the government, because all these discussions on the settling of land disputes seemed to him at present but preliminary.

Mr. Bayard inquired whether the land commission was not an essential part of that government.

Mr. von Alvensleben said that the salary of the judges had to be

paid by the government, so that he thought the land commission could only begin its work after the government had been established. He had proposed that the judge should be appointed by the Samoan Government. As there was a judge to be appointed by the Samoan Government, he thought it one of the principal things that they should agree on the government, and he asked whether Mr. Bayard stood on his proposition that the powers of the government should be given to five men, or whether he was inclined to accept the German proposition, which is to place the executive power in the king and adviser?

Mr. Bayard said he did not leave the composition of the land court as a separate body to depend upon the composition of the executive branch of the government. If it did the executive power would control the judge. The king of Samoa had already been named. There was also a suggestion of creating a mandatary, having all the powers of the king's office, but not having the name. That has not been agreed to, but it has been suggested.

Mr. von Alvensleben said the mandatary or adviser would have to appoint the judge and the king would have to confirm him.

Mr. Bayard said it seemed to him that that reduced the matter to an absolutism. They embarked upon the conference with a declaration of the absolute equality of the three powers, and that they were acting in an advisory capacity towards the Samoan people, and that they desired to preserve the independence and autonomy of the islands and absolute equality of treatment in respect of commerce, navigation, jurisdiction, etc.; and it is further stated that it was intended that there was to be no inequality whatever in respect to the influence to be exerted by the three Governments upon this community; that, whether their interest was little or large, the basis of their approach to this question was the equality of the three treaty powers in dealing with the subject of Samoan government. At no time, to his knowledge, had he made a suggestion of the inequality of the three powers in dealing with the subject before them. They approached it with equal responsibility and equal right to deal with it. It was understood that they all had agreements in the form of treaties with this people and were disposed to stand by them. This is found in the united representation of the three powers that the existing treaties were to remain. When he submitted his plan for the establishment of peace he touched the matter in such a way as to recognize Samoan rights and interests, and also an equality in the action of the three Governments towards them. The first intimation he found that there was to be an unequal degree of influence exercised by any one of the three powers was in the remarks of Mr. von Alvensleben at the second conference (Protocol, p. 7), in which he says:

There is only one course left for asserting foreign influence with the Samoan Government, which is so necessary for the general interest, and this is to place one foreign officer at the head of the administration, and to invest him with sufficient rights and powers to take the measures required for the maintenance of peace and order, as well as for the prosperous development of commerce and intercourse. As the authority of this official is to be noticeable in an unequivocal way to the foreigners as well as to the natives, it is commendable that the appointment should not be left to the Samoan Government, but be made by agreement between the treaty powers. At the same time it would appear that the power having to protect the largest interests in Samoa should be given the right to nominate the official whose duty it shall be to control the native government.

Mr. Bayard said the executive power should not be given to protect the largest interests in Samoa at all; it was to protect all the interests in Samoa. If a German agent, or governor, or mandatary was ap-

pointed, he should be appointed just as much in the interest of the American people as the German.

Mr. von Alvensleben said that was understood by his Government.

Mr. Bayard said then it ought to appear as the principle the powers were acting on. It had been said that the "power to protect the largest interests in Samoa should be given the right to nominate the official whose duty it shall be to control the native government." If this was to be a government for all, there was no reason why a right should be given to protect certain interests. The German minister had further said :

It can not therefore be expected that she (Germany) should consent to remain more or less excluded from the efficient control of the country and have it pass to one of the two powers who have less interests.

That was a clear proposition of inequality on its very face. If Germany could not be expected to consent to remain more or less excluded, how could she expect another power to remain so ? There was upon the very proposition of exclusion the mark of inequality which is in contradiction to the idea with which the conference began.

In Sir Lionel West's memorandum, on page 7 of the protocol of the first conference, he states thus :

Assuming that tripartite control is impracticable, the solution of the difficulty would seem to be an alternate control for a limited period of either one of the three powers. In the event of coming to this agreement, the question naturally arises as to which power shall be chosen the mandatory of the other two in the first instance, and Her Majesty's Government consider that preponderating commercial interests should be taken into consideration in deciding it.

In the paper which he read at the third conference Sir Lionel West said :

It is admitted by the three powers that foreign intervention can alone insure the stability of the native government, which it is sought to establish in Samoa, and that the tripartite control which has heretofore been exercised has proved abortive. The mandatory scheme does not involve the recognition of any preponderating interests which, as the Secretary of State has justly remarked, ought not to be taken into account in dealing with the matters before the conference. The German Government, as well as Her Majesty's Government, moreover, do not assert preponderance of interests as an argument in favor of the scheme. Indeed, they have asserted that there shall be absolute equality of treatment in respect to commerce, navigation, and jurisdiction, should it be adopted, but Her Majesty's Government are willing, seeing the great interest Germany has in Samoa, to accord to the German representative the first term of five years as mandatory of the other two powers. Her Majesty's Government do not see that any exclusive control is involved in this arrangement, as under any circumstances the mandatory power can only be exercised with the consent of the other two powers, and it seems, therefore, a matter of small importance which power should be the first to exercise it.

Mr Bayard said these two statements seemed to him to conflict.

Sir Lionel West said he thought they were in perfect accord.

Mr. Bayard then asked whether he could read, as expressive of Sir Lionel's views, that—

The mandatory scheme does not involve the recognition of any preponderating interests, which ought not to be taken into account in dealing with the matters before the conference.

Sir LIONEL WEST. Certainly.

Mr. Bayard asked Mr. von Alvensleben whether he agreed to that.

Mr. von Alvensleben said he thought that the preponderating interests had to be taken into consideration for the purpose of finding who was to be intrusted with the mandate.

Mr. Bayard asked whether in the statement that "it can not be expected that Germany should consent to remain more or less excluded

from the official control of the country and have it pass to one of the two countries who have less interests," Mr. von Alvensleben would be willing to strike out Germany and insert the United States or Great Britain.

Mr. von Alvensleben said as soon as the United States or Great Britain had the largest interest.

Mr. Bayard said that was not the question. How could Germany expect either Great Britain or the United States to agree to a scheme which would more or less "exclude" them from the efficient control of the country? That placed the matter in a position in which he was unwilling to see it placed.

Sir Lionel West said he did not understand that the German plan involved exclusive control.

Mr. von Alvensleben said it did not; as all guaranties had been stated which were thought necessary to surround the mandate.

Mr. Bayard said he had adverted to the matter to save time, and he thought that if they could have settled the question of the land commission they would have made a great headway. He looked upon that as being the corner-stone of the whole arrangement, to find some harmonious rule for the regulation of land ownership in the group, and of making consistent decisions in an established court. The German minister, however, had in this relation brought up the question, what was to be the Samoan Government, which was to appoint the land court, and this had led him to notice what seemed to him to be the conflicting statements of the British minister; but as he had explained them preponderating interests ought not to be taken into account in dealing with matters before the conference.

Sir LIONEL WEST. Certainly not; then we would be unequal.

Mr. Bayard said the proposition in the German plan was to make the preponderating interests the beginning, end, and middle of the whole scheme of government.

Sir Lionel West said he did not see it.

Mr. Bayard said he thought he could show it, and would endeavor to do it at the next meeting, in writing. Under the acknowledgment of the equality of the three powers suggestions had been made which would necessarily create an inequality which would grow; and the land scheme had been brought within the same principle.

Sir Lionel West said his Government had made no specific proposition as to the constitution of the land court.

T. F. BAYARD.

ALVENSLEBEN.

L. S. SACKVILLE WEST.

No. 10.

Protocol of sixth Samoan conference.

Confidential.]

DEPARTMENT OF STATE,
Washington, July 26, 1887.

Mr. von Alvensleben read the following paper:

I fail to perceive how Mr. Bayard could draw the inference he did at our last meeting from the statement which closed the memorandum I read at the second conference. This sentence was merely intended to illustrate the mandatory scheme as proposed by the Imperial Government, and can not fairly be taken alone, as it then may

lead to misapprehensions such as I find Mr. Bayard to be under. The meaning of that sentence is that Germany having the largest interest in Samoa she claims to be intrusted by the two other powers to exercise there as well as for her own interests as for those of Great Britain and the United States, the efficient control. If this would seem to create any appearance of inequality of rights, this would, however, be merely an appearance, as naturally the establishment of the whole government can only be made in this conference by the co-operation of the three treaty powers on a thoroughly equal footing, and therefore the mandatory scheme can only be carried out with their consent. I hardly need repeat, as the three special commissioners agreed in their reports, no native government would offer any guaranties of stability unless it is assisted and controlled by one common organ of the three powers. This is the argument on which the mandatory scheme has been based, and not on the mere fact of the preponderating interests of either one power.

Mr. Bayard said he would not at the moment make any comment on that statement, because upon hearing it read he did not recognize any substantial change in the result. The plan submitted by the German minister remained unaltered in its principle, and necessarily in its results, by the paper which he had just read.

Mr. Bayard then read, in accordance with the purpose expressed by him at the last conference, the following paper:

In the "plan for the establishment of peace and civilization in Samoa, under the co-operative support of the Governments of the United States, Germany, and Great Britain," submitted by me on behalf of the United States (Pro., 1 Conf., p. 2), I expressed my conception of the purpose of the present conference in the following language:

"(1) The independence and autonomy of the kingdom composed of these islands are to be preserved free from the control or preponderating influence of any foreign government, and it was in pursuance of this understanding that commissioners were recently sent by the three powers, respectively, to investigate and report upon the condition of the islands, and that the respective consuls of the three powers at the islands were changed." Immediately after this declaration, and as a necessary inference therefrom, I stated the following proposition:

"(2) It is the desire of the United States, and equally of Germany and Great Britain, to assist the natives of Samoa to form and administer their government."

In respect to the principal object of the conference—the maintenance of the independence and autonomy of the Samoan Islands, and the co-operative support of a native government—I am pleased to notice that my understanding is confirmed by the respective declarations of the German and British ministers. The memorandum read by the former at the first meeting of the conference began as follows:

"The unsettled condition of affairs on the Samoan Islands having gradually become more and more injurious to the foreign residents and to the commercial interests of the three treaty powers, the latter had to take into serious consideration the means by which the lasting peace and order could be restored there. With this view and the understanding that the independence of Samoa under a native government was to be maintained, and that no monopolies should be created there by any foreign power, the three treaty powers have agreed to the proposition of the Government of the United States of America to hold a conference of plenipotentiaries. It was further agreed that, in order to get complete and reliable information on which the conference would have to base its deliberations, special commissioners should be sent and instructed by the respective governments to report on the condition of those islands."

The memorandum read by the British minister at the same meeting was as follows:

"It is understood that the three powers have no desire to found colonies in Samoa or to obtain commercial monopolies. Their sole wish is to establish the right and equality of commerce and navigation for their respective subjects and citizens. Assuming, then, that the three powers have no desire to destroy the independence of Samoa, but only seek to establish the right and equality of their commerce and navigation, a declaration to this effect might be made by them as a preliminary step. It was, however, deemed expedient to ascertain the exact state of affairs in the islands by sending special commissioners who should report thereupon."

It may, therefore, be regarded as fully recognized and established that the object of the United States in proposing the present conference, and of all three powers in sending commissioners to the Samoan Islands to report on the condition of affairs, was to maintain the autonomy and independence of the islands under a native government.

Such being the declared object of the conference, I have listened with regret to plans and suggestions that appeared to me to depend upon the recognition of an inequality of interest of the three powers in the political, moral, and commercial welfare of the islands, and to look unequivocally to the virtual suppression of their native government. And in this relation I shall refer first to the plan suggested by the German

minister, and approved by the British minister, for the appointment of an adviser to the king. In the memorandum read by the German minister at the first meeting of the conference the functions of the proposed foreign adviser are described as follows :

"This adviser, who is to act as the mandatory of the three treaty powers, will have to discharge, under the nominal responsibility of the king, the government affairs. He will have to control all necessary measures with regard to the maintenance of public order in general, and especially to the security of any kind of property of foreign residents. This adviser, whose position would be virtually that of a prime minister, to be nominated by the treaty power having for the time being the preponderating interests in Samoa. The nomination needs the approval of the two other powers. The first appointment to be made for the term of five years in the first instance, and at the expiration of that period a fresh appointment to be made on the same terms and conditions. In the event of the appointment becoming vacant during the said term of five years, through the death, resignation, or removal of the adviser, another person shall be similarly appointed to hold the office for the remainder of the said term."

The three leading features of this plan are: (1) That the "responsibility" of the king in the affairs of the government is to be merely "nominal;" (2) that the adviser is to "control all necessary measures" to an undefined extent; (3) that he is to be appointed by the power having the "preponderating interests" in Samoa, and that, at the expiration of five years, a fresh appointment is to be made "on the same terms and conditions." It is true, it is stated, that the nomination is to receive "the approval of the two other powers." But this merely affects the nominee, and not the power that makes the appointment; for "preponderance of interests" is merely a question of fact. And the preponderance of material interests of any one power in the islands being acknowledged, that power would, if the plan submitted by the German minister be accepted, have the right to appoint and reappoint as long as such preponderance continued, whether another power objected or no. Thus, while the actual appointment by the power having preponderating material interests would have to be approved by the other two powers, its right to make the appointment could not be questioned as long as the preponderance lasted.

That this proposition (however consonant it was supposed to be with the declared object of the conference) might suggest a doubt seems not to have been unappreciated, for immediately after the statement of the plan the German minister said :

"In order to avoid every misapprehension of the situation by the placing of the representative of one of the treaty powers in the most prominent position of the Samoan administration, it will be expedient to formally acknowledge anew the principle—already contained in the existing treaties with Samoa—of absolute equality of treatment in respect of commerce, navigation, jurisdiction, and all other matters whatsoever to be secured to the three powers and to their subjects and citizens."

How far the proposition of the German minister in respect to the adviser is supported by the British minister, I am unable precisely to ascertain. In the memorandum read by the latter at the first meeting of the conference, I find the following :

"All three commissioners seem to recognize also the difficulty of tripartite control, such as more or less has been hitherto exercised; while at the same time they deprecate the establishment of the exclusive control of either one of the three powers. Assuming that the establishment of a native government, to be carried on by the king, who may be elected, assisted by a native council, is necessary to preserve the autonomy and independence of the islands, and which can only be established under foreign control, and assuming that tripartite control is impracticable, the solution of the difficulty would seem to be an alternate control for a limited period of either one of the three powers. In the event of coming to this agreement, the question naturally arises as to which power should be chosen the mandatory of the other two in the first instance, and Her Majesty's Government consider that preponderating commercial interests should be taken into consideration in deciding it.

"Since Mr. Thurston, Mr. Travers, and Mr. Bates all seem to concur that this preponderance is possessed by Germany to a greater or less extent, Her Majesty's Government are therefore prepared to consent to the mandatory power being exercised by the German representative for first term of five years, absolute equality of treatment in respect of commerce, navigation, and jurisdiction, and all other matters whatsoever to be secured to the three powers and to their subjects and citizens."

Thus, while the British minister concurred in the proposition for a single adviser, he said that, in the event of an agreement on that point, the question would arise as to which power should be chosen as the "mandatory of the other two in the first instance;" that Her Majesty's Government considered that preponderating commercial interests should be "taken into consideration in deciding it;" and that as Germany had the preponderating interests, Her Majesty's Government were prepared to consent to the mandatory power "being exercised by the German representative for the first term of five years."

In a paper read by him at the third session of the conference the British minister

said (Protocol, p. 6) that the mandatory scheme did not involve "the recognition of any preponderating interests which, as the Secretary of State has justly remarked, ought not to be taken into account in dealing with the matters before the conference;" that Her Majesty's Government did not see that any "exclusive control" was involved in the arrangement, as the mandatory power "could only be exercised with the consent of the other two powers," and it seemed, therefore, a matter of small importance which should be "the first to exercise it."

When I observed that the British minister spoke of the Government that was to be the "first" to take the mandatory office, and inquired whether he meant that there was to be an alternation, and that the power taking the office "first" was, after five years, to be succeeded by another, he replied that it would be alternative, "with the consent of the other two;" and when I further inquired what was the object of saying "first," and why not say "perpetual," he replied that it must be alternative "if it came once to each."

At the fourth session of the conference the British minister, in explanation of the phrase "alternate control for a limited time," previously employed by him, said that it did "not imply that the representative of each power" should be elected in rotation, but merely that the mandatory scheme bore an "alternate character; for should German preponderance cease at the end of the first five years, the next power possessing it in succession would, according to the German plan, exercise the mandatory power. It is distinctly understood that under the German plan preponderating interests for the time being should be taken into consideration in deciding the question as to which power should designate the representative under the approval of the other two powers."

This statement, I observe, while it adverts to a preponderance of interests, goes no further than to say that "preponderating interests for the time being should be taken into consideration" in deciding the question as to which power should "designate the representative under the approval of the other two powers;" and, as the British minister stated, at our last meeting, that his prior declaration that "the mandatory scheme does not involve the recognition of any preponderating interests which ought not to be taken into account in dealing with the matters before the conference," could be read as expressive of his views, I am unable to find an express adherence on his part to what I understand to be the proposition of the German minister, namely, that while the first and subsequent appointments of a mandatory are to be made by one power subject to the approval of the other two, yet the power having the preponderance of interests is to have the unquestioned right of appointment, subject only to the approval by the other powers, of the person appointed.

Between this proposition and the proposition that the power having the preponderance of interest shall appoint, if the other two powers consent, there is, to my mind, a vast and essential difference. The latter proposition, while not without objectionable features, would not place the right of appointment solely on the ground of preponderance of interests. It could not be exercised on that ground alone, because the consent of the other powers would be required to the exercise of the appointing power each time an appointment had to be made.

But if it be admitted that the power having the preponderance of material interests shall for that reason make the appointment, subject only to the approval of the appointee by the other powers, then, in my opinion, preponderance of interests and consequent inequality of influence are made the actual basis and controlling principle of the whole scheme of government.

Of this view of the mandatory scheme, as presented by the German minister, I can find no stronger confirmation than his own argument in its favor, in which, after stating the preponderance of German interests, he says: "It can not, therefore, be expected that she (Germany) should consent to remain more or less excluded from the efficient control of the country and have it pass to one of the two powers who have less interests." (Protocol 2d Conf., p. 7.)

If placing the powers of the adviser in the hands of a representative of one of the other powers would mean the exclusion of Germany, then I am unable to see why placing those powers in the hands of a representative of Germany would not equally mean the exclusion of the other powers from influence in the management of affairs.

But this is not all. Not only is the idea of exclusive control thus pointedly deduced from the mandatory scheme and made an objection to the exercise of the mandatory powers for the "efficient control of the country" by any other power than that having preponderance of interests, but the scheme as set forth involves, in my opinion, the virtual displacement of native government, and, instead of native government with foreign assistance, means the absolute and undefined control of the affairs of the islands by a single foreigner. On this point I quote from the German minister's exposition of the mandatory scheme at the second session of the conference (Prototol, p. 7), as follows:

"There is only one course left for asserting foreign influence with the Samoan Government, which is so necessary for the general interest, and this is to place one for-

eign officer at the head of the administration and to invest him with sufficient rights and powers to take the measures required for the maintenance of peace and order, as well as for the prosperous development of commerce and intercourse. As the authority of this official is to be noticeable in an unequivocal way to the foreigners as well as to the natives, it is commendable that the appointment should not be left to the Samoan Government, but be made by agreement between the treaty powers. At the same time it would appear that the power having to protect the largest interests in Samoa should be given the right to nominate the official whose duty it shall be to control the native government."

In my opinion, to give a single adviser "sufficient rights and powers to take the measures required," not only for the "maintenance of peace and order," but as well for the "prosperous development of commerce and intercourse," is to invest that foreign official with the absolute power (legislative as well as executive) of government; and to say further that his appointment (not nomination) "should not be left to the Samoan Government, but be made by agreement between the treaty powers," and that it shall be his "duty" to control the native government," only emphasizes the virtual destruction of the native independence and autonomy. The result would be the same whether the adviser exercised his powers with impartiality, or whether he was influenced in his official conduct by the fact, of which his appointment would be the evidence, that the most extensive foreign interests with which he had to deal were those of his own countrymen.

To these objections to the advisory plan, as presented, which have been substantially stated by me heretofore, the only answer I have as yet seen is that the power which is to appoint the adviser gives, under the plan, every reasonable "guaranty" for the fair exercise of the functions with which he is to be invested. This argument as it seems to me, instead of meeting the objections, admits their validity. The United States did not enter upon the present proceeding with the idea that it was either to give to or receive from any foreign power any guaranty for the good government of the Samoan Islands, and, indeed, such a step would have been inconsistent with its general and well understood policy. It had treated with the Samoan Government as an independent and responsible government, and to that government alone has looked for the performance of its conventional engagements and the protection of American interests thereunder. So it has been with the other governments represented in this conference. A guaranty, however, necessarily suggests the idea of actual and responsible control. And for one power to give, and the other powers to accept from it, a guaranty for the good government of the islands, far from being in the direction of the maintenance of the native autonomy and independence, which the powers have heretofore always recognized, would be a step backwards, and in the direction of the effectual enfeeblement and ultimate obliteration of the native autonomy.

When we consider the outline of the plan for the settlement of land titles, submitted by the German minister, the sweeping and pervasive authority of the "adviser" is disclosed with equal clearness. In the plan proposed by me for the support of the native government, the land question occupied an essentially prominent place. The same may be said of the plans submitted by the other members of the conference; for, as it was admitted that the land claims of foreigners far exceeded the area of the islands, the necessity of providing for the natives some means of escape from demands so clearly unwarranted was recognized on all hands. These plans are now before the conference. That submitted by me was for a single judicial body, of original and final jurisdiction, to consist of five members who should be appointed by the king, three on the several nomination of the three treaty powers, and two of his own selection. The British minister proposed a land commission to be succeeded by an "international land court." The German minister, in his plan, has proposed a land commission of three foreigners, with power to create subcommissions of natives, whose decisions, however, are not to be conclusive on the questions submitted to them, and this foreign commission to be followed by a land court.

This land court is to be composed of a judge appointed by the "Samoan Government," and the consul or consuls, or a prominent countryman or countrymen, of the litigant or litigants. I adverted at our last meeting to the fact that I had discovered no provision in this plan for an appeal by a native from the commission to the land court, and also to the uncertain and shifting constitution of this tribunal, which would preclude uniformity and certainty of decision, and might, in certain cases, lead to a deadlock.

But the point to which I desire now to advert is that the "Samoan Government," which is thus to appoint the "judge" of this land court of last resort, is the foreign adviser, who, as the German minister stated, would make the appointment, the king simply confirming it. As the appeals to the land court would, perhaps, generally rest between two contestants or claimants, this would give the adviser the appointment of the person to cast the deciding vote. There is, moreover, nothing in the plan to prevent the adviser from acting as the judge himself (as, indeed, I understood

the German minister to intimate might be done), thus combining the functions of supreme, executive, and legislative control with those of supreme land judge. And it can hardly be supposed that the addition of judicial to executive and legislative functions would detract from his authority.

The plan submitted by me provided, in my judgment, for the full recognition of native rights, as well as for the complete protection of foreign interests. The suggestion heretofore made that, by reason of not voting together, the foreign judges would not secure foreign claimants against the interested views and inclinations of the two native judges, is not, to my mind, by any means conclusive against the plan. I should not think it desirable to see the foreign judges assuming a position suggestive of opposition to native claimants, and indicative of an opinion that their claims were generally not well founded.

As to the places from which the foreign judges proposed by me, as well as the foreign members of the executive council, should come, I make no suggestion or proposition, as to whether they should be Samoan residents, or sent out from the territory of the power making the nomination. Should the latter alternative be thought desirable, I can see no objection to its adoption.

In reply to the argument made by the German minister against the plan proposed by me for an executive council, that it would involve and perpetuate the calamities of tripartite control, as heretofore attempted in the municipality of Apia, I desire to point out in the first place that the council proposed by me was to consist of five persons and not of three, and that two of the five, the king and the vice-king, were to be native Samoans. In the second place, it is to be observed that, following out the idea that the government was to be native, independent, and autonomous, the three foreign nominees proposed by me were not, like the consuls, to be the official representatives of the three powers, but were to be appointed by the king of Samoa, and to be officers of the Samoan Government in the fullest sense, receiving their salaries from that government and in no way dependent upon, or under or subject to the control of, any foreign power. The principle of my proposition was not new. It has been acted upon in the mixed tribunals in Egypt, and has been adopted by three powers represented in this conference in the constitution of judicial tribunals elsewhere, and, far from having been found to contain the "germ of death," has operated for the promotion of justice and to the great and acknowledged satisfaction of all concerned.

It will be thus seen that the further this conference has progressed, and the views and objects of the plan presented by the German minister are developed by him, the further we find ourselves departing from any substantial recognition of a native autonomy for Samoa, and the consequent independence of that island group.

The plan as proposed and explained by Mr. von Alvensleben is substantially a foreign autocratic government, based on mercantile interests, and all experience has shown what must necessarily result from such an attempt; and that under it the defeat of the objects we have all distinctly proposed is certain.

I do not see why we should not recognize at the outset and encourage in Samoa a spirit of self-governing freedom and self-respect. Germany and the United States have heretofore given strong indications of their desire for this by their prompt disavowal of the arbitrary and unauthorized acts of their respective consuls (Stübel and Greenbaum). And it is noticeable that the conduct of foreigners has been the cause of more disorder and discontent in Samoa than any spontaneous action of the natives, who, whenever they have acted improperly and immorally, would appear to have done so upon the instigation of some foreign agent.

We can not, therefore, condemn native self-government in advance, for it has not been tried, and a plan containing such elements is entitled to favorable consideration, and to be fairly tested.

Would it not, therefore, be well for us to adjourn this conference until the autumn, and thus give time to the ministers of Germany and Great Britain to submit these protocols to their respective Governments in order that instructions may be received by them of a more definite character, by aid of which we may be enabled to come to an agreement.

In reference to the paper read by the German minister, Mr. Bayard desires to add that he considered his original proposition for an executive council of five—three foreigners and two natives—to be in close pursuance of the recommendations of the American and British commissioners, and that he had not found in the report of either of those gentlemen any concurrence in the opinion that the native governments should be "assisted and controlled by one common organ of the three powers."

Sir LIONEL WEST. You propose then to postpone the conference for the reasons you have stated?

Mr. BAYARD. Yes.

Sir L. WEST. Under the circumstances I do not see that there is any other course to be taken. You propose that the conference is to adjourn, and not be broken up?

Mr. Bayard said his proposition was to adjourn until the autumn, for the reasons he had stated. He thought it essential that the government of the islands should rest upon sound principles, and he had endeavored to show what he thought would be the logical results of the measures laid down by the German minister, and as they had been discussed in the conference.

Sir L. WEST. We will simply inform our governments that you propose adjournment for reasons stated in writing.

Mr. VON ALVENSLEBEN. Principally because of the mandatory scheme which Mr. Bayard did not think acceptable.

Mr. BAYARD. And for which I have submitted reasons. I consider that it would lead to results destructive to the express purpose and objects of this conference.

The following memorandum in reference to certain observations in Mr. Bayard's paper is added at the request of the German minister:

Mr. Bayard made in his memorandum a remark which would, if correct, reflect unfavorably upon the conduct of the former German representative in Samoa. As the proposition of the adjournment of the conference put an unexpected end to our present deliberations I was prevented from saying, in reply to that intimation, what I am much interested to see added to the protocol; this is, that I am thoroughly unaware of the facts on which Mr. Bayard may base his criticisms of Dr. Stübel's conduct.

If Mr. Bayard thinks, as it seems that Dr. Stübel's departure from Apia, soon after the arrival of the German special commissioner there, gave expression to a supposed disapproval by the Imperial Government, I desire to state that it was merely to prove the readiness of my Government for complying with Mr. Bayard's proposition to change the consular representatives of the three treaty powers, that a leave of absence was granted to Dr. Stübel, and that there was no other reason whatever for his departure from Apia.

T. F. BAYARD,
ALVENSLEBEN.
L. S. SACKVILLE WEST.

MESSAGE.

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A report relative to the seizure of the ship Bridgewater.

FEBRUARY 8, 1889.—Read and referred to the Committee on Foreign Relations and ordered to be printed.

To the Senate :

In response to the resolution of the Senate of the 23d ultimo, directing the Secretary of State to transmit to that body copies of all correspondence on the files of his Department relative to the case of the ship *Bridgewater*, I transmit herewith, being of the opinion that it is not incompatible with the public interest to do so, a report from the Secretary of State, accompanying which is the correspondence referred to.

GROVER CLEVELAND.

EXECUTIVE MANSION, *February 8, 1889.*

To the President :

The undersigned, to whom was addressed the resolution of the Senate of the 23d ultimo, directing him "to transmit to the Senate copies of all correspondence on the files of the Department of State relative to the seizure and release of the ship *Bridgewater*, owned by Mary E. Allen, of New York, and of all documents and papers in his possession relative thereto," has the honor to submit herewith to the President for transmission to the Senate, should it be deemed by him compatible with the public interest, copies of the correspondence referred to.

Respectfully submitted:

T. F. BAYARD.

DEPARTMENT OF STATE,
Washington, February 8, 1889.

LIST OF PAPERS IN THE CASE OF THE AMERICAN SHIP "*BRIDGEWATER*."

1. Mr. Robertson to Mr. Porter, July 30, 1887. No. 86.
2. Mr. Phelan to Mr. Porter, August 11, 1887. No. 184.
3. Mr. Porter to Mr. Robertson, August 25, 1887. No. 40.
4. Mrs. Allen to Mr. Bayard, June 1, 1888.
5. Mr. Bayard to Mr. Edwardes, June 22, 1888.
6. Mr. Edwardes to Mr. Bayard, June 25, 1888.
7. Mr. Bayard to Mr. Herbert, November 23, 1888.
8. Mr. Herbert to Mr. Bayard, November 24, 1888.
9. Mr. Allen to Mr. Bayard, January 19, 1889.
10. Same to same, January 19, 1889.
11. Mr. Bayard to Mr. Phelps, January 23, 1889. No. 1049.
12. Mrs. Allen to Mr. Bayard, January 23, 1889.
13. Mr. Rives to Mrs. Allen, February 1, 1889.

 No. 1.

Mr. Robertson to Mr. Porter.

No. 86.] COMMERCIAL AGENCY OF THE UNITED STATES,
Yarmouth, N. S., July 30, 1887. (Received August 3.)

SIR : I had the honor to telegraph you this day as follows :

Ship *Bridgewater*, New York, seized at Shelburne by collector ; will forward detailed report.

In explanation I would now beg to forward the within letter of July 30, handed me in person by John H. Allen, esq., accompanied by his sworn statement, here inclosed, regarding the circumstances attending the seizure of the *Bridgewater*, which, I think, will present the facts clearly and comprehensively to the Department. I also inclose a copy of the statute, section 41, chapter 12, 46 Vic., under which, as per memorandum of the collector embodied in Mr. Allen's deposition, the vessel is held. It seems that the collector of customs at Shelburne, acting, as I am advised by the consular agent at that port, under instructions from Ottawa, holds and bases his action upon the hypothesis that the recommended condemnation of the *Bridgewater* and her subsequent offer for sale at auction destroy her character as an American ship and either constitute her thereafter an importation, a merchantable structure, devoid of all the characteristics of a vessel, and subject to an impost of 25 per cent., or demand her registry, if repaired, under British colors, at a payment to the Canadian Government of a 10 per cent. duty.

In the first place, however, as will be seen from Mr. Allen's statement, the owners of the ship have never accepted her condemnation and made a practical protest against it by beginning her repair forthwith.

In the next, though the vessel was offered at auction, the sale would appear to have been virtually withdrawn by the owners' bidding her in themselves.

The question, then, underlying the whole matter would seem to be, has the *Bridgewater*, damaged at sea, formally entered at the port of Shelburne in observance of all the laws thereof, and there repaired, without undergoing any transfer of title or ownership and with her register still intact in the possession of the United States consular agent, lost her original character of a registered American ship?

If not, the action of the collector in thus depriving her of her nationality would appear a most unwarrantable supersession of the authority of an owner over his property.

I have forwarded a copy of all the papers inclosed to the consul-general at Halifax and await any instructions in the matter.

Mr. Allen leaves Yarmouth for Brooklyn on the evening of the 3d proximo.

I am, etc.,

W. H. ROBERTSON,
Commercial Agent.

[Inclosure 1 in No. 86.]

Mr. Allen to Mr. Robertson.

YARMOUTH, N. S., July 30, 1887.

DEAR SIR: The letter herewith I beg to hand you at the request of Consular Agent White at Shelburne, who has directed me while in this town on my way to New York to furnish you a statement of the seizure of ship *Bridgewater*, which you will find inclosed, begging you to represent the matter to the State Department with as little delay as possible, its urgency and importance being apparent.

Very respectfully,

JNO. H. ALLEN,
134 Macon St., Brooklyn, N. Y.

[Inclosure 2 in No. 86.]

SWORN STATEMENT OF JOHN H. ALLEN.

Ship *Bridgewater*, of New York, 1,482 tons register, sailed from St. John, N. B., April 1, 1887, for Penarth Roads, for orders, laden with lumber. April 2d and 3d experienced tempestuous weather during which ship became leaky and was forced to run to Shelburne, N. S., for shelter and repair, arriving April 5, and entering at the customs as required by law. Shortly thereafter surveys were held at the master's instigation, they recommending the cargo be landed and ship condemned on the ground, as stated, that the cost of making good the damages would exceed the value of the ship in her repaired state. When this was communicated to me in New York I at once telegraphed the master my disapproval, ordering him not to land cargo as recommended, or tender its abandonment, notwithstanding which he did the latter, on learning which I at once proceeded to Shelburne, where, meeting representatives of all interests in the whole venture, an agreement was arrived at whereby large expenses were avoided by substituting another ship for the completion of the voyage and discharging the cargo directly into her. When the cargo had been half discharged it was feasible and practicable to arrive at the whole damage sustained by the *Bridgewater* and the cost of making all good and seaworthy—the former, upon a careful examination, not being half what the survey detailed, and the cost, estimated by the surveyors approximately at \$20,000, not amounting to one-half that sum. During the transshipment of cargo it was reported to me a company had been formed to buy the *Bridgewater* and register her in Shelburne as a British ship, whereupon I caused her to be offered for sale at public auction, being previously assured by the American vice-consul that in event of the price being unsatisfactory and the former owner bidding her in, the register would remain with the ship. On June 8, when the cargo was about half discharged, the ship was offered for sale at auction, but as \$3,110 was the highest bid, she being a ship rated, when undertaking the present voyage, at \$30,000, and the cost, carefully estimated, of making her as good as then, at \$10,000, she was bid in for the owner and publicly so announced on the spot. On the following day, to wit, June 9, a force of shipwrights commenced repairing damages for account of, and being paid regularly by, the registered owner, said repairs continuing daily without cessation till 3 p. m., July 27, on which day and hour Collector Atwood seized and took possession of the *Bridgewater* for alleged non-payment of duty, though no demand had ever been made for such on any person representing the *Bridgewater*. On July 28, to wit, the day following the seizure, I called on Col-

lector Atwood requesting him to state to me why the *Bridgewater* was seized and for what sum. After some hesitation on his part he gave me in writing the following:

"MEMO.

"Ship *Bridgewater* seized for non-payment of duty, under section 41, chapter 12, 46 Vic.

"W. W. ATWOOD,
"Collector.

"SHELBURNE, July 28, 1887."

Collector Atwood declined giving me anything more definite or specific than the foregoing, but thirty minutes later—that is to say, at 2.30 p. m., July 28—handed me, in the consul's office at Shelburne, the following writing:

"MEMO.

"The duty demanded on the ship *Bridgewater*, sold at this port, is 25 per cent. on account sale.

"W. W. ATWOOD,
"Collector.

"SHELBURNE, July 28, 1887."

Immediately after the seizure, much feeling and indignation being manifested by those employed in making the repairs, Collector Atwood called on me and stated that he had no intention of interfering with the repairs, and that they could be proceeded with; but considering he had seized the ship, painted the Queen's broad arrow on the mast, put armed men in possession, and informed me the *Bridgewater* was a forfeiture to the Dominion Government, I was not disposed to act on his suggestion, and left the property in his charge.

Never for a moment did the *Bridgewater* lose the character of ship. It is true she came to Shelburne with considerable damage. Still she entered at the customs as an American registered ship, carefully adhering to every act and duty in its preservation; Consular Agent White at Shelburne, weeks before the seizure, notifying Collector Atwood of this. The seizure of the *Bridgewater* in the circumstances is a serious loss and injury in several ways to the owner. The repairs were about completed and business being sought for in our several loading ports, all of which we have been forced to abandon.

A scrutiny of the statute under which Collector Atwood proceeded reveals the fact that he is acting under the hypothesis that the *Bridgewater* is an importation of an indefinable character into the Dominion of Canada. Indeed, Collector Atwood stated it as specifically as that during my interview with him July 28, when he observed in answer to my complaint that no demand had been made on me for moneys, "You should have made entry at the customs and paid the duty." "But," I queried, "is not the *Bridgewater*, which you yourself call 'ship,' entered at the customs, and are you not notified that the United States consul holds her marine sailing documents?" A moment later, when pressing Collector Atwood to state what sum he requested from the *Bridgewater*, he answered, "The duty is 25 per cent., but if you will send to New York, cancel the register, and apply to me for a British one, the duty will be only 10 per cent.;" to which I answered, "You seized the *Bridgewater* yesterday as an imported nondescript, yet to-day you describe her as 'ship' and offer her documents as such if she be made British; we have no thoughts of changing her flag."

We complain, first, that Collector Atwood permitted the repairs to continue at great cost for seven weeks, and when about completed took possession of the ship in her repaired state. Second, that after her seizure and intimation to me that she was a forfeiture to his Government, he nevertheless endeavored to induce me to still add to the value of the property he had taken possession of. Third, the trifling and shifting manner displayed by him in a matter of the gravest commercial importance to those interested, in this: while at one moment treating the registered American ship *Bridgewater* as an imported nondescript, the next calling her a ship and attempting by reducing the fine and withdrawing the seizure to coerce her to change of ownership and flag. Fourth, the circumstances under which the *Bridgewater* entered the port of Shelburne justified our belief that every assistance would be extended, as is done the world over, and the property made safe to us by the authorities. As it is, and from the outset, there appears to have been an attempt to possess it without compensation.

JOHN H. ALLEN,

Managing owner and attorney for Mary W. Allen.

Sworn and subscribed before me, at Yarmouth, Nova Scotia, this 30th day of July, 1887.

[L. S.]

W. HENRY ROBERTSON,
U. S. Commercial Agent, Yarmouth, Nova Scotia.

[Inclosure 3 in No. 86.]

Statutes of Canada—1883-4; Section 41, Chap. 12, 46 Vic.

The person entering any goods inwards shall deliver to the collector or other proper officer an invoice of such goods, showing the place and date of purchase and the name or style of the firm or person from whom the goods were purchased, and a full description thereof in detail, giving the quantity and value of each kind of goods so imported, and a bill of the entry thereof, in such form as shall be appointed by competent authority, fairly written or printed, or partly written and partly printed, and in duplicate, containing the name of the importer, and if imported by water the name of the vessel and of the master, and of the place to which bound, and of the place within the port where the goods are to be unladen, and the description of the goods, and the marks and numbers and contents of the packages, and the place from which the goods are imported, and of what country or place such goods are the growth, produce, or manufacture.

No. 2.

Mr. Phelan to Mr. Porter.

No. 184.]

UNITED STATES CONSULATE GENERAL,

Halifax, Nova Scotia, August 11, 1887. (Received August 15.)

SIR: I have the honor to report that the American ship *Bridgewater* was seized by the collector of customs at Shelburne, Nova Scotia, a short time ago on a customs claim of several hundred dollars. The vessel sprung a leak, had entered Shelburne for repairs, had been sold to settle some insurance dispute, as is alleged, and was purchased by the original owners. The collector claims a 25 per cent. duty on the value or sale, and the owners resist payment.

The managing owner abandoned the vessel to the collector and sailed for New York without apprising this office of the particulars of the case or sending here any of the papers necessary in the event of any action by the Department. Mr. William Allen, a brother of the managing owner, called here yesterday and inquired if the Department had taken any action in the premises, or had sent any instructions to this office. He was informed that no instructions had been received and none expected; that if the Department acted it would be upon advice from this office, and I was not in possession of the facts and papers in the case.

From what I know myself and from all I can learn from Mr. Allen, I do not see that the Department would be warranted in interfering. If the owners of the vessel have been wrongfully taxed, the courts of the province afford an ample remedy. If anything should occur that would give to the case an international bearing I shall advise the Department at once.

I am, etc.,

M. H. PHELAN,
Consul-General.

No. 3.

Mr. Porter to Mr. Robertson.

No. 40.]

DEPARTMENT OF STATE,

Washington, August 25, 1887.

SIR: With reference to your No. 86, of the 30th ultimo, reporting the seizure and sale of the American ship *Bridgewater* by the collector at

Shelburne, N. S., I have to inform you that, as at present advised, there seems to be no occasion for the intervention of the Department. If the owners of the *Bridgewater* have been unjustly treated they should seek redress through the colonial courts, which are open to them.

I am, etc.,

JAS. D. PORTER,
Assistant Secretary.

No. 4.

Mrs. Allen to Mr. Bayard.

BROOKLYN, *June 1, 1888.* (Received June 1.)

SIR: The petition of Mary Warren Allen, of Brooklyn, in the State of New York, in the county of Kings, sheweth that previous to the 1st day of April, in the year 1887, and up to the day of the date hereof, she was and has been the owner of the ship *Bridgewater*, a vessel registered at the port of New York, of the burden of 2,500 tons, or of 1,557 gross register tons.

The said ship *Bridgewater* sailed from the port of St. John, in the province of New Brunswick, laden with deals, bound for Penarth Roads, on or about the said 1st day of April, A. D. 1887, and having experienced a heavy storm and being damaged and injured, put into the port of Shelburne, in the province of Nova Scotia, on the 5th day of said April, for shelter and repairs.

Surveys were held upon said ship, the cargo was discharged and transferred to another ship while lying at anchor in the harbor, in order that the deals might be speedily sent to the port of destination, and your petitioner proceeded to repair and refit the said ship under the management and direction of Capt. John H. Allen, her agent, who purchased the necessary materials and was employed with a number of men in making the ship fit for sea.

On the 27th day of July last past, and while said repairs were in progress, W. W. Atwood, esq., the collector of customs for the said port of Shelburne, acting under instructions from the department of customs at Ottawa, seized and took possession of the said ship for non-payment of duty, claiming and demanding that the said ship should pay duty and was liable for the same at the rate of 25 per cent.

Your petitioner refused to pay the duty claimed, and caused a written notice to be served on the said W. W. Atwood, collector of customs, on the 30th day of said month of July, complaining of the seizure and claiming damages, but the said collector did not relinquish the seizure, but kept and retained possession of the said ship, her tackle, stores, and appurtenances, and placed an officer in charge of and on board of her, and kept possession of said vessel and her appurtenances up to and until the 22d day of September last, notwithstanding the frequent written protests made by said John H. Allen on behalf of the owner, and served on said collector, when the said W. W. Atwood, collector as aforesaid, gave a written notice to said John H. Allen that he was authorized by the acting commissioner of customs to release the ship *Bridgewater* on condition that she should take a clearance to a foreign port and leave the country on completion of repairs, after first paying all expenses incurred in connection with

the seizure, and after formally withdrawing the protests made, and given a written abandonment of all claims upon the Government or seizing officer on account of said seizure, but your petitioner refused to comply with said conditions, and the said vessel was kept and detained by said collector until the 15th day of October last, when the seizure was released and the claim for duty abandoned.

In consequence of said seizure and detention, your petitioner was prevented and delayed in making and completing the necessary repairs and refitting, and was obliged to discharge the men employed and suspend work, the ship in the meantime being greatly injured by the stoppage of work and inability of those having her in charge to properly take care of her.

That your petitioner not only lost the use and employment of the said ship during her seizure and detention, but the delay in releasing the said vessel from seizure compelled the abandonment of a charter-party and the employment of said ship on a voyage from Bersimis, Province of Quebec, to Liverpool, Great Britain, as the said ship, in consequence of the lateness of the season, was unable to reach the said port of Bersimis and carry out said charter-party or obtain said employment, although every effort was made to do so. Your petitioner has suffered very serious loss in consequence, and your petitioner has also been obliged to pay her agent, John H. Allen, a large sum to remain at the port of Shelburne and look after and superintend the vessel and the business and matters connected with the said seizure and other costs, charges, and expenses incidental to the said seizure and detention and procuring the release of the said vessel.

Your petitioner was advised, and it was conceived to be her duty, that if the courts of Canada were open to her for redress of such a grievance it was incumbent on her to seek it there rather than invoke the aid of her Government. For nine months she has been endeavoring to obtain a court of competent jurisdiction in which the case could be argued and disposed of on its merits, but it would appear from the documents hereto annexed that the law courts of the Dominion of Canada can afford her no relief.

Your suppliant and petitioner appends hereto a statement of her claim for compensation and damages and prays that the Government of the United States will take such proceedings as may be necessary to the end that right may be done, the relief claimed be granted, and the amount thereof paid to her.

Dated at Brooklyn, N. Y., in the county of Kings, this 1st day of June, A. D. 1888.

MARY WARREN ALLEN,
134 Macon street.

[Inclosure 1.]

[Newspaper extract. The Free Press, Ottawa, Ont., Friday, May 25, 1888.]

Compensation refused to the owner of the ship Bridgewater for the seizure and detention of an American vessel which sought shelter in distress.

The minister of customs yesterday sent a letter to the managing owner of the American ship *Bridgewater*, which was seized at Shelburne, Nova Scotia, in August last, detained for eighty-one days, and then unconditionally released, notifying him that the minister of justice has reported that as he has no legal recourse against the Crown or any of its officers on account of the seizure, the Government do not intend

to entertain his claim for compensation. The following is a copy of Mr. Bowell's letter:

OTTAWA, May 24, 1888.

SIR: I am this day in receipt of the opinion of the minister of justice *in re* your claim for damages for alleged detention of the ship *Bridgewater* at the port of Shelburne, Nova Scotia, in which he says: "The claimant Allen can not recover against any officer of the Crown for damages sustained in consequence of the seizure."

Under the circumstances I do not deem it advisable to further consider the question of recognizing your claim until the decision of the courts in the case has been rendered.

I have the honor to be, sir, your obedient servant,

M. BOWELL.

J. H. ALLEN, Esq., *etc.*

HISTORY OF THE CASE.

Mr. J. H. Allen, of New York, managing owner of the *Bridgewater*, has been in Ottawa for over two weeks endeavoring to induce the government to recognize the justice of his claim for damages on account of the illegal seizure of his vessel. He had prepared a memorial to the United States Secretary of State, and intended submitting his grievance to the Washington Government, but before doing so was induced by Senator James G. Ross, of Quebec, one of his personal friends, to come to Ottawa and ask the Dominion government to settle the matter amicably. On being asked to give a brief review of the case Mr. Allen said: "The *Bridgewater*, a registered American ship of 1,557 tons, sailed from St. John, New Brunswick, for Liverpool, on the 1st of April, 1887, with a cargo of deals. On April 5 she put into Shelburne, damaged, having encountered a heavy gale. She was duly entered at the customs, complying with all the laws."

"The owners of the cargo, foreseeing great delay to the delivery of their goods if kept at Shelburne pending repairs to the vessel, had the deals transferred to another ship, and the *Bridgewater* was put up for sale, just to see what would be bid for her. There were no bids, and consequently no sale, and the work of repairing was proceeded with. Then the collector of customs, Mr. Atwood, seized the vessel as an importation, and demanded 25 per cent. duty on the value. His course was approved by the customs department here. I protested against the seizure through Mr. White, the consular agent of the United States at Shelburne, and as soon as Mr. McLelan, the then acting minister of customs, returned from British Columbia, he sent the following telegram to Mr. White in reply to one from that gentleman:

"OTTAWA, September 16, 1887.

"N. W. WHITE, Shelburne, N. S.:

"Allen can repair and take vessel away. If he requires Canadian register he will have to pay duty.

"A. W. MCLELAN,
"Acting Minister of Customs."

"Of course I did not want a Canadian register, and according to Mr. McLelan's decision my vessel was not liable for duty. But the collector refused to act on Mr. McLelan's telegram, but retained custody of the vessel. I was told that I might go on with my repairs, but could not see the sense of spending money on a vessel that was then and for all I knew might continue to be the property of the government. On the 22d of September I got the following letter from the collector:

"SHELburne, September 22, 1887.

"SIR: I have to inform you that the acting commissioner of customs authorizes the release of the ship *Bridgewater* on condition that she takes a clearance to a foreign port and leaves the country on completion of the repairs, after first paying all expenses incurred in connection with the seizure and after you have formally withdrawn the protests made and given a written abandonment of all claims upon the government or seizing officer on account of seizure. You will please let me know whether these conditions will be complied with, and I will give you an account of expenses.

"I am, sir, your obedient servant,

"W. W. ATWOOD,
"Collector."

"J. H. ALLEN, Esq."

THE PROPOSITION REFUSED.

"Of course," continued Mr. Allen, "I could not accept the release upon any such conditions. I wanted to send the vessel to Quebec for a cargo, and did not propose to give up my claim for damages or to pay the costs connected with an unjust or illegal seizure, so the *Bridgewater* was detained until Mr. Bowell returned, when she was released unconditionally. I now claim about \$20,000, this sum being the actual loss sustained by me in consequence of the illegal seizure and detention of the *Bridgewater*, and I intend to press my claim through the United States Government. In consequence of the seizure, the vessel not only lost a voyage, but it compelled the abandonment of a charter-party, because the season was so far advanced that she was not able to reach Bersimis to load deals for Liverpool. The *Bridgewater* was offered for sale, but it was as a registered ship of the United States, and even if she had changed ownership, which she did not, the Government of Canada could not legally assess her for duty. No American customs official would dream of levying customs duty upon a ship sold by one British subject to another in a United States port so long as the register remained British.

HIS RECEPTION IN OTTAWA.

"When I came to Ottawa at the request of Mr. Ross I was exceedingly hopeful that the matter would be amicably arranged. The ministers never denied that the seizure was an unjust one and that I was entitled to compensation, but as it seems that the minister of justice believes that I have lost my recourse in the law courts, the Government refuse to consider the equities of the case and propose to ignore my claims. I doubt if the United States Government will treat the matter so lightly, or that the British authorities will attempt to justify the Canadian Government's course. Notwithstanding Mr. McLelan's telegram of 22d September, ordering the release of the vessel, I was notified by Collector Atwood on the 5th of October that the *Bridgewater* was still under seizure, and that any attempt to remove her would be a felony. Why the customs officials refused to pay any attention to Mr. McLelan's orders I can not explain. I am told that the commissioner of customs declares that the seizure was perfectly legal and just; but if that were so, surely the minister would never have ordered the vessel's release."

THE BRIDGEWATER CASE. (EDITORIAL.)

The Dominion Government have refused to grant the owner of the American ship *Bridgewater* any compensation for the unjust seizure and detention of his vessel for eighty-one days at the port of Shelburne last autumn. This decision on the part of the ministers of justice and customs is exceedingly unfortunate, especially in view of the existing diplomatic relations between this country and the United States. If the Dominion Government are really anxious to have the fisheries treaty ratified by the United States Senate, and all outstanding disputes between the two countries amicably adjusted, they should avoid provoking fresh antagonisms and opening up new difficulties. The seizure and detention of the *Bridgewater* was an utterly unjustifiable proceeding, and the Free Press said so when the facts were first made known. Of course the action of the customs department was defended by the organs of the Government, but the views of the Free Press were approved by the acting minister of customs, Mr. McLelan, on his return from British Columbia last September, and also by the minister of customs, who ordered the unconditional release of the vessel as soon as he arrived home from England and was made aware of all the facts.

Having thus acknowledged that the seizure and detention of the vessel were illegal and unwarranted, the Government are in duty bound to compensate the owner for the losses he has sustained, but this they refuse to do. Is this fair treatment to accord an American vessel which put into a Canadian port in distress? A few weeks ago Sir Charles Tupper talked about the Government anxiety to "hold out the olive branch" to our American neighbors. His colleagues seem to have abandoned his policy of conciliation as soon as he left the country. By refusing to compensate the owner of the *Bridgewater* for the unjust seizure of his vessel, the Government have placed Canada in a false position with regard to a matter which is now to become a subject of diplomatic correspondence between the British and United States authorities. Canada is not in a position to reproach the United States with unjustly seizing Canadian vessels in Behring Sea so long as the Americans are able to cite the *Bridgewater* case as an instance of gross wrong perpetrated by the Dominion towards a distressed American ship. The answer of the minister of customs to Mr. Allen's claim simply gives the Government's case away.

The minister of justice, upon whose report the customs department have acted, does not say that the seizure was just or legal, or that the claim for damages is not well founded. Mr. Thompson simply shelters himself behind the technical plea that Mr. Allen has no recourse at law, and that therefore he should get no compensation. Is that the way that the Government of a country like Canada should treat a for-

eigner who has suffered a grievous wrong at the hands of the customs officers? In this matter, as in others, the ministers will have to back down, and it would have been far more dignified and creditable had they treated the owner of the *Bridgewater* in a liberal and just spirit in the first instance. The seizure of that vessel, under such circumstances, is an act which no British minister can attempt to justify, and such being the case, the party who has suffered by that unjust seizure is entitled to compensation.

[Inclosure 2.]

[The Free Press, Ottawa, Saturday, May 26, 1888.]

NOT AN ORDINARY CASE.

The seizure and detention of the American ship *Bridgewater* was not an ordinary seizure of a chattel or chattels. It was a direct violation of the international shipping regulations which have been in force for half a century between Great Britain and the United States, and to which Canada, as a dependency of the British Crown, is subject. The vessel put into Shelburne for repairs. She was not sold, though offered for sale, and was seized for customs duties while in the act of repairing and preparing to go to sea again. There was not the slightest ground for the seizure of the vessel, and as such seizure amounts to a violation of an international treaty, the subject is a very proper one for diplomatic adjustment, more especially as the minister of justice reports that the owner of the *Bridgewater* "can not recover against any officer of the Crown for damages sustained in consequence of the seizure," and as the Dominion Government refuse to entertain his claim for compensation. It is not creditable to Canada that the Government should refuse to compensate the owner of a foreign vessel for injuries sustained through the blundering of the customs authorities.

If the country has in its employment men who do not understand their duties, and who, by officiousness or misdirected zeal, cause damage or loss to foreigners or Canadians, the country should be prepared to repair the injury, even if the complainants have no recourse at law. That the seizure and detention of the *Bridgewater* were illegal and wrong have been admitted by the Government in ordering her release, and that being so, it is just that the owner of the vessel should receive compensation for the losses he sustained. In a letter addressed to the consular agent of the United States at Shelburne, after the seizure, Mr. Johnson, the commissioner of customs, defended the seizure of the *Bridgewater*, and intimated that duty had been collected frequently upon foreign vessels entering Canadian ports under similar circumstances. If so, then a great many acts of injustice have been perpetrated. American vessels have a perfect right to come into Canadian ports for repairs just as British vessels have to go into American ports for repairs, without being liable for customs duty or to be otherwise interfered with.

When a ship obtains a register from the government of the country to which she belongs, that register is a passport entitling her to enter the ports of any nation, subject always to international shipping law, and to refuse to an American vessel the right of repairing damages in a Canadian port is illegal and indefensible; hence the government of Canada have nothing to gain, but everything to lose, by going into a diplomatic conflict over the seizure of the *Bridgewater*. A discussion of the matter through diplomatic channels would only lead to further irritation and a prolongation of the unfortunate disputes which have arisen between this country and the United States by a too strict enforcement of the Canadian coasting regulations against American fishing vessels. Though the seizure of the *Bridgewater* had no connection with the fisheries question, it will afford those who are anxious to prevent any fair settlement of that dispute fresh ground for alleging that Canada is not disposed to accord fair treatment to American vessels frequenting her ports. The Dominion government should avoid everything tending to provoke or afford an excuse for that "commercial war" which is threatened, and which Sir Charles Tupper has said would be such a calamity for this country.

[Inclosure 3.]

Mr. Merse to Mr. Allen.

Re ALLEN vs. THE QUEEN.

OTTAWA, April 30, 1888.

MY DEAR SIR: Since the original petition of right in the above cause has been in my possession and the whole case been thoroughly reviewed by me in the light of the best authorities and decisions at my disposal in the supreme court library here, I

have come with much regret to the conclusion that your chance of success is very limited in the exchequer court. I have no hesitancy in saying that nothing can be hoped for from the petition of right, inasmuch as the case being founded in tort and you are not asking for restitution of property but merely damages for trespass, such process is demurrable and must only lead to defeat and consequent costs. It is hardly necessary for me here to present in detail the premises from which I have drawn my conclusions, because I believe you will do me the justice to feel that I am not advising you at this juncture crudely and without deliberation. I feel it my duty to speak out before you have been involved in vexatious litigation and much fruitless expense. Of course you must take further advice from your counsel in Shelburne. I have written him fully and sent him the brief upon which I base my opinion, and you may write him and inquire if he thinks it well founded.

I did not hand the papers in the matter to legal agents here because I thought it better to save that expense to you, even at the risk of being thought officious. You will see upon reference to my former letters that I was of the opinion that it would have been well to have brought a personal action against Atwood in Shelburne, but counsel thought otherwise, and as I had not fully gone into the matter then, and moreover as I was only junior counsel and only accidentally brought into the case, it was becoming in me not to insist too strenuously upon my views. It was true the statute gave a sort of protection to the seizing officer, but that protection depended solely upon the legal meaning of "reasonable and probable cause" for his acts, and I felt that he would have some difficulty in substantiating such a defense under the circumstances. I am afraid we are too late to take that step now. Before going thoroughly into the question of petition of right, I quite agreed that you had also a good case in the exchequer court. I now think otherwise, and sincerely regret that we did not think it best to go into the supreme court in Shelburne. You must still make your claim against the Crown, but I fear its recognition depends more upon the moral worth of the minister than any legal sanction you have for enforcing it. We can not go into the exchequer court.

I write this letter to you in all candor and you must please understand I am not trying to shift the blame on my senior counsel's shoulder solely. I am as much at fault as he. Were it to serve so small an end, I am quite sure its object would be frustrated. I must ask you to consider this letter as a confidential one in terms, although you will of course have to mention the opinion I give in your letter to counsel in Shelburne. He may differ with me, and I sincerely trust that he may discover a safe way of proceeding in the exchequer court. I could not, however, allow you to go on without apprising you of the result of my examination of the case.

Believe me, yours very sincerely,

CHAS. MERSE.

P. S.—You may expect additional papers from me in a day or two.

[NOTE by Mr. ALLEN.—The writer of this letter, the junior counsel in the action we instituted in November last, was called from Shelburne to Ottawa early in January and given a lucrative and permanent position under the Government in the very court we were to have our cause tried in; and the senior counsel, so it is rumored, as we are advised, is soon to have a judgeship. In the circumstances it is not at all surprising that the Canadian minister of justice advises that the courts of Canada can not be availed of to expose and remedy the persistent wrong-doing of the officials of that country.]

[Inclosure 4.]

Mr. Allen to Mr. Bowen.

Re BRIDGEWATER.

OTTAWA, May 15, 1888.

SIR: The facts relating to the seizure of this ship are respectfully submitted for your consideration.

The *Bridgewater*, registered at the port of New York and owned by Mary Warren Allen (certified copy of certificate of registry appended hereto) sailed from St. John, New Brunswick, for Liverpool, Great Britain, April 1, 1887, laden with deal. April 5 she put into Shelburne, Nova Scotia, with damage, having encountered a heavy gale. She was duly entered at the customs, complying with all the laws. The owners of cargo, foreseeing great delay with their goods if kept in Shelburne till repairs were completed, entered into an arrangement with the owner of the *Bridgewater* whereby

the cargo, was sent to its destination in another ship. Before the cargo had been all discharged the ship was offered for sale, but the price offered being so much below her value she was withdrawn, and carpenters commenced at once to repair her.

On July 27, when the repairs were about completed, the collector of customs seized the ship for non-payment of duty (see the Department's letters dated July 29 and August 12 appended hereto), and she was taken possession of by the Government officials, the master withdrawing his people from her. On the 16th day of September the Hon. A. W. McLelan, acting minister of customs, ordered the ship's release (see telegram dated September 16 appended hereto), but the collector did not comply with the mandate and it was only on the 15th day of October, eighty-one days after the seizure, that the ship was actually released—it now being too late to make the chartered voyage, though the most strenuous effort was made to do so (see marine protest hereto attached) by those having the property in charge. The correspondence relating to her release and the letter of release itself will also be found in the papers hereto attached.

It is respectfully urged that inasmuch as the *Bridgewater* was always a registered ship of the United States she was not assessable for duty, this fact being brought to the attention of the collector by the production of the certificate of registry before he had actually made the seizure. It is further urged that in a matter of such grave moment to the owner—having lost the benefit of the voyage through the perils of the seas and come under heavy liability for making good the damages to the ship—she should not have been deprived of the use of her property for eighty-one days when four and twenty hours would have sufficed to have determined whether law had been violated or not. For this error, which we have suffered to the extent of our statement herewith, we respectfully ask you to indemnify us.

Very respectfully,

JNO. H. ALLEN,
For Mary W. Allen.

[Inclosure 5.]

Mr. *Bowell to Mr. Allen.*

Seizure, 4151-8.

OTTAWA, May 24, 1888.

SIR: I am this day in receipt of the opinion of the minister of justice *in re* your claim for damages for alleged detention of the ship *Bridgewater* at the Port of Shelburne, Nova Scotia, in which he says "the claimant, Allen, can not recover against any officer of the Crown for damages sustained in consequence of the seizure."

Under the circumstances I do not deem it advisable to further consider the question of recognizing your claim until the decision of the courts in the case has been rendered.

I have the honor to be, etc.,

M. BOWELL.

[Inclosure 6.]

Statement of claim of the petitioner, Mary Warren Allen, of 134 Macon street, Brooklyn, N. Y., against the Government of the Dominion of Canada.

For seizure and detention of the ship <i>Bridgewater</i> , of New York, 1,557 tons gross register, from July 27, 1887, till October 15, 1887, both inclusive, at 8 cents per ton per diem	\$10,089.48
Injury to stagings, ropes, running rigging, boats, deterioration of the uncompleted work, loss of ship's material and stores while under seizure and in possession of Government's officials	1,000.00
Loss of thirty-one days' time, endeavoring to reach Bersimis (see marine protest herewith), at 8 cents per register ton per diem	3,861.36
Loss, by forced abandonment of voyage to Liverpool, Great Britain, via Bersimis, on account of the lateness of the season, made up as follows:	
Gross estimated freight	£1,900 0 0
Total estimated disbursements at Bersimis	175 0 0
Net freight in ship when sailing from Bersimis	1,725 0 0

CREDIT.

Substituted voyage to Liverpool via St. John :		
Gross freight under charter	£1,454 17 6	
Less expenses in St. John getting cargo	577 10 0	
Net freight from St. John under substitute charter.....	877 7 6	
Difference between what ship would have earned <i>via</i> Bersimis and what she did earn <i>via</i> St. John to Liverpool	84 12 6	
(Exchange, 4.84).....		\$4,102 54
Mr. J. H. Allen, agent: His expenses and time covering a period of ninety days, protecting their interest.....		1,000 00
The legal expenses incurred in connection with this matter.....		250 00

Amount claimed to be due the owner of *Bridgewater* November 30, 1887... 20,303 26
And interest thereafter to date of settlement.

BROOKLYN, N. Y., April 13, 1888.

MARY WARREN ALLEN.

COUNTY OF KINGS,
State of New York, City of Brooklyn :

On this the ninth day of May in the year 1888, before me personally came Mary Warren Allen, to me known to be the individual described in and who executed the annexed instrument, and acknowledged that she executed the same for the purposes therein mentioned.

[SEAL.]

CLARENCE B. ENSLEY,
Notary Public, Kings Co., N. Y.

STATE OF NEW YORK,
County of Kings :

I, John M. Rankin, clerk of the county of Kings and clerk of the supreme court of the State of New York in and for said county (said court being a court of record), do hereby certify that Clarence B. Ensley, whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a notary public of the State of New York in and for the said county of Kings, dwelling in said county, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such notary and verily believe the signature to the said certificate is genuine, and that said instrument is executed and acknowledged according to the laws of the State of New York.

In testimony whereof I have hereunto set my hand and affixed the seal of said county and court, this 9th day of May, 1888.

[SEAL.]

JOHN M. RANKIN,
Clerk.

[Inclosure 7.]

Mr. White to Mr. Phelan.

PROVINCE OF NOVA SCOTIA, PORT OF SHELBURNE,
United States Consular Agency.

SIR: I have already forwarded to you the register of the United States ship *Bridgewater*, together with the original reports of surveys and other papers, and although you are in possession of all the facts and circumstances connected with the seizure, yet in view of the important questions involved and the very considerable loss which is daily accruing to the owner, I beg leave to forward a detailed statement of the vessel's history since her arrival here.

On the 5th day of April last, the *Bridgewater*, having just come into port and entered and reported at the custom-house, noted his protest before me, and on the following day a survey was held upon her. The ship was laden with deals bound from St. John, New Brunswick, to Penarth Roads, and had encountered a severe storm on the 2d and two following days of April, after leaving St. John, and was obliged to put into this port in a distressed and leaky condition. By the first survey the master was advised to remove the deck-load to enable a better examination of the ship to be made, and subsequently the surveyors recommended the cargo to be discharged and landed and a condemnation and sale of the ship, as in their opinion it would cost more to repair her than she would be worth when repaired.

The master, considering the vessel would not proceed to sea in the condition she was in, that it would be necessary to take her to some other port where there was a

marine slip, for a full repair, and that there was no ship in this or adjoining ports to be had capable of taking the cargo, abandoned the voyage and gave notice to the agent of the parties interested. Soon after this Capt. John H. Allen, the managing owner, arrived here, strongly expressing his disapproval of the master's act, but effected an arrangement to the mutual satisfaction of all the parties interested, and who were represented here, by which another vessel was brought here, the cargo was transferred directly from one ship to the other, and a large amount of expense saved.

Captain Allen about this time called on me, giving his reasons for not abandoning the ship, informed me of his intention to offer her for sale and asked me not to cancel the register in case he bid her in, and inasmuch as he had not adopted the recommendation of the surveyors for condemnation, and I did not think under the circumstances she could be considered a wreck, and in the event of his bidding her in there was no actual sale or transfer of the ship, I assured him I would not under the circumstances cancel the register in the usual way.

The *Bridgewater* was advertised and put up for sale on the 8th June and knocked down to the owner for the very small sum of \$ ——. No money passed, nor was any transfer of the vessel made, and soon after Captain Allen commenced repairing her and workmen continued their operations until the 27th of July, when she was seized by the collector for non-payment of duty. At my suggestion Captain Allen called on Mr. Atwood, the collector, to ascertain why and for what sum the *Bridgewater* had been seized, and obtained the following memo.: "Ship *Bridgewater* seized for non-payment of duty under Sec. 41, Cap. 12-46 Vic.," and immediately after the collector handed to Captain Allen, at my office, another memo., as follows: "The duty demanded on the ship *Bridgewater* sold at this port is 25 per cent. on account of sale."

Captain Allen then discharged the workmen, and the ship has ever since been in charge of the customs.

I annex hereto copies of the letters received from the customs department from Ottawa, and also a copy of a notice served on the collector immediately after the seizure.

The customs authorities contend that the *Bridgewater* has lost her character as a ship, and now comes under the class of articles designated as a nondescript wooden manufacture, and claim that such an article imported into Canada is subject to 25 per cent.

I respectfully submit that under the circumstances the *Bridgewater* is still a ship entitled to all the privileges of a vessel sailing under a United States register. No official condemnation has taken place; even the recommendation of the surveyors that she be condemned has been disregarded and repudiated; her register is intact; no actual sale or transfer has been made; there is no change of ownership, and in a short time she could leave the port, and I am at a loss to see how she is chargeable for duty.

Had the recommendation of the surveyors been followed out, and the condemnation ratified by the master and owner, and the vessel sold at auction and purchased by a citizen of the United States, I submit that no duty could be collected. The form or mode of sale can not affect the right to duty, and if under these circumstances the vessel is liable, duty may also be claimed whenever the owner of an American ship sells her at private sale to another citizen of the United States during the time she is in a Canadian port.

I am, etc.,

N. W. WHITE.

CANADA, PROVINCE OF NOVA SCOTIA, PORT OF SHELBURNE,
United States Consular Agency:

I, Nathaniel W. White, United States consular agent residing at the said port of Shelburne, do hereby certify that the foregoing letter is a just and true copy of the original on file in this consular agency, the same having been carefully examined by me and compared with the said original and found to agree therewith word for word and figure for figure.

Given under my hand and the seal of this consular agency at Shelburne, this 4th day of October, 1887.

[SEAL.]

N. W. WHITE,
United States Consular Agent.

[Inclosure 8.]

Mr. Johnson to Mr. White.

CUSTOMS DEPARTMENT, CANADA,
Ottawa, July 29, 1887.

SIR: I have the honor to acknowledge the receipt of your letter of 16th instant, addressed to the minister of customs, respecting the payment of duty on the ship *Bridge-*

water, and regret to say that the minister is at present absent from Canada. I may, however, remind you that the owner has been advised over and over again as to the liability of this vessel to the payment of duty. I fail to see how any article of marketable value brought from any foreign country, offered for sale and actually sold, could by any possible construction of the law be exempt from the payment of duty, unless, indeed, it was an article which had been placed on the free list. The contention of the parties in this case has been so far from anything which is reasonable or legal as to place it outside of the ordinary transactions which are brought before this department.

If the parties were disposed to comply with the law, and make entry of the vessel and pay duty thereon, she would then be entirely at their disposal, to make what use of her they pleased in the way of refitting for sea or otherwise. It would then be a proper course of procedure to make an application to the department for refund of the duty paid, stating the circumstances and the reasons why they are entitled thereto; but to refuse absolutely, after having sold the ship in a Canadian port, to pay the duty provided by the tariff thereon, is an act which exposes them to all the difficulties and troubles of a seizure of the vessel. I can not regard the implied threat of the parties to present their case at Washington as of the slightest importance. Whatever amount of respect officials of this department of the government may have for the Government of the United States and their officials, it is nothing more than reasonable to say that on one side or the other is there any jurisdiction for the enforcement of customs law beyond the respective limits of the two countries.

I have the honor, etc.,

J. JOHNSON,
Commissioner.

[Inclosure 9.]

Mr. Wallus to Mr. White.

CUSTOMS DEPARTMENT, CANADA,
Ottawa, August 12, 1887.

SIR: Referring to the action of the collector of customs at Shelburne, by direction of this department, in seizing the ship *Bridgewater* because of the refusal of the owner to pay duty thereon as required by law, I beg to call your attention to the option which was given to the owner in this case by this department to pay the duty, and so comply with the strict requirements of the law, with the understanding that when the vessel was fully repaired and taken out of the Dominion an application would be received and considered for a return to such owner of the whole of such duty, or such part thereof, as might be considered equitable under the circumstances.

I can not conceive that this option has been fully understood, in view of the correspondence subsequent to the commissioner's letter giving the option, and would remind you that it is virtually only tantamount to the making of a temporary deposit to cover the duty which, had a Canadian purchased the vessel, would certainly have been exacted from him. It would seem to be a very simple way out of the difficulty to formally pay the duty, and while I can not give you a direct assurance that the same will be refunded, I feel justified in stating that the case is one which would be likely to receive the most favorable consideration of the honorable the treasury board, to whom the matter will be submitted if the commissioner's suggestions are adopted by the owner.

I have, etc.,

W. T. WALLUS,
Acting Commissioner.

[Inclosure 10.]

The statute under which it is alleged the Bridgewater was subject to duty.

Section 41, Chapter 12, 46 Vio.

The person entering any goods inwards shall deliver to the collector or other proper officer, an invoice of such goods, showing the place and date of purchase and the name or style of the firm or person from whom the goods were purchased and a full description thereof in detail, giving the quantity and value of each kind of goods so imported, and a bill of entry thereof, in such form as shall be appointed by competent authority, fairly written or printed, or partly written and partly printed,

and in duplicate, containing the name of the importer, and, if imported by water, the name of the vessel and of the master, and of the place to which bound, and of the place, within the port, where the goods are to be unladen, and the description of the goods, and the marks and number and contents of the packages, and the place from which the goods are imported, and of what country or place such goods are the growth, produce, or manufacture.

SEC. 60. Goods derelict, flotsam or wreck or landed or saved from any vessel wrecked, stranded, or lost, brought or coming into Canada, shall be subject to the same duties and regulations as goods of the like kind imported are subject to.

[Inclosure 11.]

Protests of Captain Allen.

A.

CANADA, PROVINCE OF NOVA SCOTIA,
U. S. Consular Agency, Port of Shelburne :

Whereas the ship *Bridgewater*, of New York, bound from St. John, New Brunswick, to Penarth Roads, arrived at this port in a leaky condition, on the fifth day of April last past, and after the discharge and transshipment of her cargo of deals, the owner of said vessel employed mechanics to repair said ship and was engaged in the said work when the vessel was seized and taken possession of by W. Atwood, esq., custom-house officer at Shelburne, to wit, on the twenty-seventh day of July last past, necessitating an entire suspension of the work and repairs on said vessel and causing serious loss, detention, and inconvenience to the owner, and the incompleted work is being greatly deteriorated, and the ship itself lying in the stream is under the care of a person wholly incompetent and incapable to perform the duties assigned to him, and large quantities of water have been allowed to remain in the said ship, arising not only from leakage in her bottom, but in consequence of the heavy rains pouring through the open hatches, cabins, and store-rooms ;

And whereas the said ship, with a large quantity of water in her hold and but lightly ballasted, is liable at the present season of the year, and during any gale of wind, to be tripped on her broadside and be filled with water pouring through the open ports and sink and become a complete wreck ;

Now know all men by these presents, that on the day of the date hereof, before me, Nathaniel W. White, consular agent of the United States of America, at the said port of Shelburne, personally came and appeared John H. Allen, of New York, managing owner of said ship, and after stating the facts contained in the foregoing premises, hath protested, like as by these presents I, the said consular agent, at his special instance and request, do publicly and solemnly protest, against all and every person or persons whom it doth or may concern, and against the Government of the Dominion of Canada, and their officer, Warren W. Atwood, collector of customs at Shelburne aforesaid, for the seizure and detention of the said ship and for the injury, loss, and damage which has or may happen to the said ship, her tackle, apparel, and appurtenances and the stores and material on board, by reason thereof or of the careless and insufficient manner in which the said ship is held and provided for, claiming and demanding payment for all costs, damages, injuries, and expenses which may arise or have arisen and which may occur by reason thereof to the said vessel or her owner from those to whom the same of right may appertain.

In testimony whereof the said John H. Allen, managing owner of the said ship, hath hereunto subscribed his name, and I, the said consular agent, have hereto set my hand and affixed the seal of this consular agency, at Shelburne, this third day of September, A. D. 1887.

[SEAL.]

JOHN H. ALLEN.
N. W. WHITE,
U. S. Consular Agent.

B.

CANADA, PROVINCE OF NOVA SCOTIA,
Port of Shelburne, United States Consular Agency :

Take notice that Captain John H. Allen, managing owner of the U. S. *Bridgewater*, now lying in the port of Shelburne, under seizure at the instance of the minister of customs of the Dominion Government, in addition to the facts stated in the protest handed you on the third day of this present month, hereby also protests against the

said seizure and continued detention of the said ship on the further grounds that the contracts and engagements made by him for the repairs of the said ship have all been abrogated and determined by the said seizure, and the dry, favorable season and weather for the successful prosecution and completion of the said ship has now all but passed, and that the said work can not now be continued and finished under the same advantageous circumstances as it could have been at the time of the said seizure. That a summer voyage to Europe has been lost in consequence of said detention, and if any further delay is incurred in the release of said ship from the said seizure it will be impracticable to get her into such seaworthy condition as to enable her to reach a port having facilities for repairing the underwater part of a ship before the winter sets in. That the said owner having already been put to a very heavy loss by the perils of the sea and the unavoidable accident which compelled her to seek a refuge in the port of Shelburne, the loss of her voyage, and the larger expenses incurred for the repairs and the provision for all the disbursements hereafter necessary for the completion of said repairs, and other just dues and obligations, feels he should not now be called on "to formally pay over the duty claimed" as suggested by the commissioner of customs in the hope that it will be refunded, but a decision should at once be arrived at and the ship released from any such claim.

Dated at Shelburne this 5th day of September, A. D. 1887.

[SEAL.]

JOHN H. ALLEN.
N. W. WHITE,
U. S. Consular Agent.

C.

CANADA, PROVINCE OF NOVA SCOTIA,
U. S. Consular Agency.

To W. W. ATWOOD, Esq.,
Collector of Customs of and for Shelburne:

Take notice that Captain John H. Allen, managing owner of the U. S. ship *Bridge-water*, having under the late instructions of the Hon. A. W. McLelan, acting minister of customs, taken charge of the ship, brought her to the wharf, completed the repairs, and ballasted her, and equipped her for sea, and being desirous to obtain a clearance and leave the port, you have prevented him from attaching the wheel to the rudder and refused him a clearance, and so hindered and prevented him from going to sea, and have also on several occasions prevented him from hoisting his flag on board of said ship, he, the said John H. Allen, hereby gives you notice that he hereby protests against these acts and holds you responsible for all costs, damages, and losses now incurred or which he may hereafter incur in consequence of this detention, and also for all losses and damages which he has sustained and been put to by the original seizure of the said American ship *Bridgewater*.

Dated at Shelburne this 30th day of September, A. D. 1887.

JOHN H. ALLEN.

Before me.
[SEAL.]

N. W. WHITE,
Notary Public.

CANADA, PROVINCE OF NOVA SCOTIA,
Port of Shelburne, United States Consular Agency:

I, Nathaniel W. White, United States consular agent, residing at the said port of Shelburne, do hereby certify that the foregoing protests marked respectively A, B, and C, hereto annexed, are true and correct copies of the originals on file at this consular agency, the same having been carefully examined by me and compared with the said originals and found to agree therewith word for word and figure for figure.

Given under my hand and seal of this consular agency, this 4th day of October, 1887.

[SEAL.]

N. W. WHITE,
United States Consular Agent.

[Inclosure 12.]

*Mr. Allen to Mr. Atwood.*SHELBURNE, *September 13, 1887.*

SIR: When you seized and took possession of ship *Bridgewater* the doors of the forward house and windows were unhung and under repair. There were also openings in the decks and sides of the ship, as you are aware.

Having regard to the lateness of the season and the probability that the ship will be forced to winter here, and the damage already sustained and likely to be further sustained by weather and other causes, beg to notify you that I am prepared to put mechanics on board at once and stay the damages in these particulars, paying the cost of same myself, but without prejudice to my rights in the premises.

An early reply will oblige,
Yours, very respectfully,

JNO. H. ALLEN.

[Inclosure 13.]

Mr. White to Mr. McLelan.

[Telegram.]

SHELBURNE, *September 14, 1887.*

Allen will not proceed with general repairs unless *Bridgewater* released; been here four weeks, and about leaving for New York; protests show necessity for prompt decision; when may we expect it?

N. W. WHITE,
United States Consular Agent.

[Inclosure 14.]

Mr. Thompson to Mr. White.

[Telegram.]

Received at Shelburne September 16, 1887.
Dated, Ottawa.

The matter not in my department. Have seen McLelan, who is acting for minister of customs. He has telegraphed decision.

J. S. D. THOMPSON,
Minister of Justice.

[Inclosure 15.]

Mr. McLelan to Mr. White.

[Telegram.]

Received at Shelburne September 16, 1887.

Allen can repair and take vessel away. If he requires Canadian register will have to pay duty.

A. W. MCLELAN,
Acting Minister of Customs, Ottawa.

[Inclosure 16.]

*Mr. Atwood to Mr. Allen.*CUSTOM-HOUSE, *Shelburne, September 22, 1887.*

SIR: I have to inform you that the acting commissioner of customs authorizes the release of the ship *Bridgewater* on condition that she takes a clearance to a foreign port and leaves the country on completion of the repairs, after first paying all expenses incurred in connection with the seizure, and after you have formally with-

drawn the protest made and given a written abandonment of all claims upon the government or seizing officer on account of seizure.

You will please let me know whether these conditions will be complied with, and I will give you an account of expenses.

I am, etc.,

W. W. ATWOOD,
Collector.

[Inclosure 17.]

Mr. Atwood to Mr. Allen.

CUSTOM-HOUSE,
Shelburne, Nova Scotia, October 5, 1887.

SIR: I have to notify you that the ship *Bridgewater* is still under seizure and a clearance will not be granted until the terms of decision are complied with, and that any attempt to remove her without clearance is under the law a felony.

I am, etc.,

W. W. ATWOOD,
Collector.

[Inclosure 18.]

Mr. Atwood to Mr. Allen.

CUSTOM-HOUSE,
Shelburne, Nova Scotia, October 14, 1887.

SIR: I have received instructions this day to release the ship *Bridgewater*, now under seizure.

I am, etc.,

W. W. ATWOOD,
Collector.

[Inclosure 19.]

Mr. Allen to Mr. Atwood.

SHELBURNE, October 15, 1887.

SIR: I received late last evening your note informing me you were in receipt of instructions to release the ship *Bridgewater*.

Having regard to all the circumstances familiar to you as myself, permit me to suggest that you release her at an early date as possible, taking from her the emblem of seizure, signifying at the same time your intentions respecting my application for clearance for a port in the Dominion of Canada, without which, as the ship is chartered, the release will be of no use.

Very respectfully,

JOHN H. ALLEN.

[Inclosure 20.]

Marine protest of Captain Allen.

CONSULATE OF THE UNITED STATES OF AMERICA,
Port of Saint John, New Brunswick, Dominion of Canada:

By this public instrument of declaration and protest, be it known and made manifest unto all whom these presents shall come or may concern, That on the twenty-fourth day of November, one thousand eight hundred and eighty-seven, before me, James Murray, consul of the United States of America for Saint John, New Brunswick, Dominion of Canada, and the dependencies thereof, personally came and appeared John H. Allen, master of the ship or vessel called the *Bridgewater*, of New York, of the burden of 1,482 tons or thereabouts, then lying in this port of Saint John, New Brunswick, laden with ballast cargo, who duly noted and entered with

me, the said consul, his protest, for the uses and purposes hereafter mentioned; and now on this day, to wit, the day of the date hereof, before me, the said consul, again comes the said John H. Allen and requires me to extend this protest, and together with the said John H. Allen also comes Andrew Perier, seaman, and Daniel Langwell, carpenter, of and belonging to the said ship, all of whom by me being duly sworn on the Holy Evangelist of Almighty God, and severally, voluntarily, freely, and solemnly declare, depose, and state as follows: That is to say,

That these appearers on the twenty-first day of October, one thousand eight hundred and eighty-seven, in their capacities aforesaid, sailed in and with the said ship from the port of Shelburne, Nova Scotia, in ballast and bound to the port of Bersimis, River Saint Lawrence, Quebec, and that the said ship was then tight, staunch, and strong, had her ballast well and carefully trimmed and secured; had her hatches well corked and covered; was well and sufficiently manned, victualed, and furnished with all things needful and necessary for a vessel in the merchant service, and particularly for the voyage she was about to undertake; that the next day, the 22d of October, crew refused to turn to, assigning as a reason, among others, the advanced season for entering the Gulf of St. Lawrence; sent on shore for the United States consul, who, after much persuasion, induced 6 men to go to work; put the rest in irons. With assistance from shore, got the ship under way and proceeded toward Sound Point. About 1 p. m., when about half way down the harbor, a sudden squall of great force struck the ship, heading her off; there being neither room to tack or wear, let go the anchor, which, however, would not hold, and ship drifted on the beach; took in all sail and kept the extra men on board. 8 p. m., gale moderating; midnight nearly calm; the 7 men which were put in irons turned to at midnight.

October 23.—At the highest point of the tide took warp attached to spare anchor to the main capstan which was fully manned, and with 20 men at windlass put the heaviest strain on both; ship started four or five feet, the tide being not as high by one foot as the day tide; ship perfectly still and in same position as at a wharf. Noon, strong breeze from northwest. 3 p. m., made another attempt to heave ship ahead, but the tide being a poor one met with no success. Midnight, moderate.

October 24.—Commences moderate with wind going to NE., glass rising. 3.30 a. m., high water but poor tide; hove cable taut. 8 a. m., wind south and increasing; noon, light rains, wind southwest. 1 p. m., 8 men from shore came on board to assist. 1 p. m., tide making fast and every appearance of plenty of water, hoisted spanker main-topmast and fore-topmast staysails. 2 p. m., ship swung rapidly, bow paying off shore, but the stern hanging on the ground prevented her forging ahead, in consequence of which the bow payed off and wind veering at same time to southwest and blowing with great force ship took the ground with starboard side to the beach; 8 men assisting from shore. 6 p. m., wind W.S.W. and blowing almost the force of a hurricane. Ship quiet and doing no harm. Midnight, more moderate.

October 25.—Commences moderate, inclining to calm. 3.30 a. m., high water, but the tide did not rise to its usual level; ship did not float, in consequence of which made no attempt to heave her off. 3.45 p. m., bow floated, hove ship's head well off shore but stern hung; wind quite strong and directly on shore. James Deady deserted the ship last night. Midnight, calm; ship lying easy.

October 26.—Commences calm. 4 p. m., tide ceased rising; water did not reach its ordinary level; made no attempt to move ship. 8 a. m., moderate breeze from the north; made preparations to get ship off, hoping for good tide and northerly wind as glass indicates. 4 p. m., manned capstan and windlass; ship started and soon swung to her anchor; kedged her to middle of harbor, where she now lies on 7 fathoms of water. Wind light from NW. The day ends with moderate winds from N.NE.

October 27.—Commences clear and moderate from N.NE. Heavy frost. 6 a. m., hove up the anchor and took in the kedge, dropping the bower under foot. 8 a. m., light breeze from the north; weighed anchor and proceeded to sea. 9 a. m., passed Sand Point; noon, ship out of the sound. 4 p. m., calm. 8 p. m., calm; 11 p. m. Cape Roseway light bearing north, distant 15 miles.

October 28.—Commences with light breeze from E.SE. Ship heading south, making $2\frac{1}{2}$ knots. 8 a. m., same weather. Crew employed overhauling the gear and reeving some new. Noon, same. 4 p. m., the same, ship heading S. b. W. 8 p. m. tacked in-shore. Ship heading NE., making 3 knots. Midnight, moderate, making 2 knots. Cape Roseway distant about 15 miles.

Course till 8 p. m., south.

Course from 8 p. m. to 8 a. m., N. b. W.

October 29.—Moderate inclining to calm. 8 a. m., dead calm; noon, light wind from NE., slight showers. 4 p. m., calm; crew employed overhauling the running rigging. 8 p. m., dead calm. Midnight, faint breeze, ship close hauled.

Course, N. b. W.

October 30.—Commences with light rain, wind almost calm. 4 a. m., wore ship to S.SE.; considerable fog and drizzling rain. 8 a. m., same weather. Judge ship to be south of Little Hope Light House, 12 miles distant say bearing N.NE. Noon, thick;

no observation, wind very moderate. 4 p. m., the same. Brigantine in company. Midnight, light breeze from the north. Sky overcast.

Course from 4 a. m., S. SE.

October 31.—Throughout the day moderate wind from N. NW. 8 p. m., judge ship off Sambro. Midnight, light air from NW.; all sails set.

Course, E. b. N., N. W.

November 1.—Commences with light breeze from N. NW. All light sails set. 8 a. m., more moderate. Noon, the same. Ends with strong breeze from NE.

November 2.—Throughout this day strong to moderate breezes from NE. Judge Cape Canso to bear N. b. E, distant 60 miles.

November 3.—Commences with moderate winds inclining to calm. 8 a. m., light wind from the south. All sail set. P. m., several ships in sight passing out of the Gulf. Midnight, Scutari Light in sight bearing N. NE, distant 15 miles.

November 4.—Midnight till 4 a. m., calm; thence till 8 a. m., light airs from the south. *Sidney*, pilot schooner, spoke us. 10 a. m., passed Scutana. Strong breeze from south. All sails set; the only fair wind we have had since leaving Shelburne, Nova Scotia, 4 p. m., passed Cape North. 10.15, passed Bird Rock, 12½ hours from Scutani, giving her 11½ knots. From 10 p. m. till midnight, wind gradually hauling to NW. Sail being reduced.

November 5.—Commences with strong gale from N. NW. Ship under lower topsails courses, and spanker. Judge Bird Rock to bear N. NE., distant 25 miles. Noon, strong gale; ship under lower topsails, foretopmast staysail, and storm spanker, making an E. NE. drift. 5 p. m., wore ship to westward, weather intensely cold; ice making fast and crew not very nimble.

November 6.—Midnight gale moderating. Wind inclining to NE. direction, 8 a. m., more moderate; wind backing to NW. Wore ship to NE. and set the courses. P. m. south point of Anticosti in sight; 5 p. m. wore ship to NW. Wind hauling to N. NE; 10 p. m., the light on last point of Anticosti in sight, bearing N. NE., distant 12 miles.

November 7.—The gale moderating. Set the upper topsails. Wind drawing easterly and thick with snow squalls; 8 p. m. off south point of Anticosti; wind fresh from east; all sails set; 2.30 p. m., Southwest Point Light-House in sight till midnight; moderate winds, thick and hazy.

November 8.—Moderate, inclining to calm; very hazy on the horizon; 8 a. m. the weather clearing, found ship close up to Fame Point; 10 a. m. wind came from NW., soon increasing to strong breeze. Took in all light sails and stood off-shore. Noon, strong gales, with hard squalls of great force. P. m., the north point of Anticosti in sight ahead, being in the narrow waters with land in all directions, were forced to carry sail in order to keep ship in position. 4 p. m. the north end of Anticosti being under the lee where ship would not weather, prepared to wear to westward, but in taking in the courses split them badly, including upper fore topsail and foretopmast staysail and later blew away the inner set; 5 p. m. the ship drifting towards SW. Point Light-House, and gale blowing with great force; ship under two lower topsails only, and apprehensive that these would not stand the force of the gale, in the event of which ship would be beyond control and doubtless driven ashore, kept her away before the gale, continuing so till midnight, the gale blowing with force of a hurricane, bitterly cold, with constant flurries of snow.

November 9.—Commences with furious gale from NW., ship scudding under main and fore-top sails, deck covered with snow. 8.15, passed Bird Rock; noon, same weather, gale of same force thick with haze and snow and hail squalls. 2 p. m., passed Cape North, ship having made in 20 hours under two lower topsails 225 knots, an indication of the force of the gale. 10 p. m., passed Scataria, hauling ship to wind under the land. Midnight less wind. Ship heading W. SW. under two topsails and spanker. Setting at midnight maintopmast staysail, the watch employed clearing snow from the deck.

November 10.—Strong gale from NW., but lessening, ship heading W. SW., making 3 points leeway. Employed during the day bending sails in lieu of those blown away. Weather cold, men aloft using mittens on their hands, which as might be expected prevented progress in repairing damages. Midnight, less wind and sea going down. Judge Scartari distant 55 miles.

November 11.—Commences moderate, inclining to calm. Sea heavy but going down; by noon had sails in place of those lost ready for setting, reeving off several coils new manilla for sail gear. Having regard to lateness of season and difficulty of getting up the gulf, with the certainty that ship could not get her cargo and return before close of navigation, determined to abandon voyage. P. m., took light wind from NE., which soon increased to a gale. Midnight, judge west end Sable Island to bear SE. by S., distant 40 miles.

November 12.—Midnight, less wind, veering to S. SW. Ship under lower topsails and course; 8 a. m., light rains and squally. Noon, judge Sambro to bear N. NW., distant 35 miles; 4 p. m., wind W. SW., ship close hauled, heading NW., making 4 knots; 5 p. m., nearly calm, wind NW.; wore ship to SW.; midnight, calm, heavy sea.

November 13.—Moderate to calm throughout this day. Heavy sea running from NW.; judge Sambro to bear north, distant 30 miles.

November 14.—Moderate wind from NW. Ship making but little headway; p. m., tacked inshore; midnight, judge ship about 20 miles south of Lunenburg; no observation.

November 15.—Commences with more wind and unsettled weather; 8 p. m., moderate south wind; noon, thick and squally; 4 p. m., strong gale, ship under topsails; midnight, made Gull Rock light, and finding ship nearer shore than the light indicated, and being apprehensive she would not "claw" off, run into Rugged Island Sound and came to anchor with both bowers and 45 fathoms cable. Hauled sails, Gull Light Rock bearing south, distant 1 mile; kept sea-watch; gale moderate.

November 16.—Wind veering to west and quite moderate; scant, however, to make a start; sea quite heavy; p. m., lifted anchors, dropping ship further to NW. in order to get more distance between ship and the south breaker; employed some fishermen to assist; made signal for a tug, but word was sent that the Lockport tug had gone to Halifax; p. m., wind blowing almost directly inward; ends with moderating weather.

November 17.—The sea has been comparatively smooth during this day. Still no chance to get away. P. m., the crew came aft, requesting to know what was to be done, evidently meaning the ship should be abandoned. They wanted life-boat No. 1 put over the side; however, not to quarrel with them, a compromise was made by putting her on her keel on the round-house. Some time later in the day all hands refused duty, insisting that the master land them. A. m., the cook and stewardess, wife of the former, who had permission to go on shore last evening, on plausible statements to the master, have not returned, and state they will not; their effects are on board. The master and officers are caring for the ship. Wind SW. to W. and moderate.

November 18.—At 8 a. m. it blew quite fresh from E. SE.; considerable sea on. The crew have during the day been aft, frequently threatening that if something was not given them to eat there would be trouble. They were answered that if they would go to work one of them could go to the galley and cook for them. The proposition was refused. P. m., the crew threatened to hoist out the life-boat; prepared the cutlasses and firearms, as it looks serious. 3 p. m., the crew forcibly took possession of a boat alongside from shore, all drawing sheath knives, declaring the heart would be cut out of the first man who stood in their way; only four, however, could get in her, carrying Kelly, McDonald, Sheehan.

November 18.—Continued blowing fresh, and considerable sea; ship keeping well off the reef. By 8 p. m. the balance of the crew had signified a wish to go to work on condition they would not be prosecuted for their insubordination. Considering that the prime object of the ship just now is her safety, the promise was given. Received fresh water, wood, and beef, also small quantity naval stores. The day ends with fine weather. Men from shore are on board, hoping for a chance to get away in the morning.

November 19.—Midnight, calm. 4 a. m., light air from NE., called all hands, and by 7 o'clock a. m. had the port anchor and starboard one short; set sail and proceeded to sea. On sighting the starboard bower, the largest with iron stock, found stock and one fluke gone. The port one is wooden stocked and has done more service. 10 a. m., off Cape Roseway, and passed Seal Island at 2.30. Wind fresh from southeast. 5 p. m. hard gale; put ship under lower topsails. 9 p. m. made Bryers Islands light, passing it at 10 p. m. Ship making time; passed Cape Roseway 11 knots.

November 20.—One o'clock a. m. it set in thick fog, dense as tun. Hove ship to on port tack, half distance between Bryers Island and Musquash; fog continuing throughout the day. Average depth of water, 70 fathoms. Twice filled away on our course, but abandoned it after a short time.

November 21.—The day commences with thick fog. 1 a. m. heard fog-signal, but were unable to locate it. 4 a. m. found the ship close to land; dropped anchor. Daylight found we were near New River, Mace's Bay, a drift so extraordinary as to deserve mention; ship being near the shore on the kedge, and warped off shore. 3 p. m. got under way, passing Lepreaux at 7 p. m., and off Musquash at midnight.

November 22.—4 a. m. got under way, with a light breeze from NW., and proceeded down Mace's Bay and toward Saint John, New Brunswick; noon took a pilot. 2 p. m. took a tug-boat, and at 4 p. m. moored ship at Carleton, New Brunswick, port of Saint John.

And these said appearers upon their oaths aforesaid, do further declare and say that during the said voyage they, together with the others of the ship's company, used their utmost endeavors to preserve the said ship from all manner of loss, damage, or injury.

Wherefore the said John H. Allen, master, has protested, as by these presents I, the said consul, at his special instance and request, do solemnly and publicly protest, against all and every person and persons whom it doth or may concern, and against

the winds and waves and billows of the seas, and against all and every accident, matter, and thing had and met with as aforesaid, whereby and by reason whereof the said ship already has or hereafter shall appear to have suffered or sustained damage or injury; and do declare that all losses, damages, costs, charges, and expenses that have happened to the said ship are and ought to be borne by those to whom the same may by right appertain by way of average or otherwise, the same having occurred as before mentioned, and not by or through the insufficiency of said ship, her tackle or apparel, or default or neglect of this appearer, his officers, or any of his mariners.

Thus done and protested in the port of Saint John, New Brunswick, Dominion of Canada, this 19th day of December, in the year of our Lord one thousand eight hundred and eighty-seven.

JOHN H. ALLEN, *Master*.
ANDREW PERIER, *Seaman*.
DANIEL LANGWELL, *Carpenter*.

In testimony whereof these appearers have hereunto subscribed their name, and I, the said consul, have granted to the said master this public instrument, under my hand and the seal of this consulate, to serve and avail him and all others whom it doth or may concern as need and occasion may require.

[SEAL.]

JAMES MURRAY,
United States Consul, St. John, N. B.

UNITED STATES CONSULATE,
Saint John, N. B., December 22, 1887.

I hereby declare and certify that the within extended protest is a true copy of the original on file in this office.

[SEAL.]

J. MURRAY,
United States Consul, St. John, N. B.

[Inclosure 21.]

Marine note of protest.

CONSULATE OF THE UNITED STATES OF AMERICA,
Port of Saint John, New Brunswick:

On this twenty-fourth day of November, in the year of our Lord eighteen hundred and eighty-seven, before me, James Murray, consul of the United States of America for Saint John, N. B., and the dependencies thereof, personally appeared John H. Allen, master of the ship or vessel called the *Bridgewater*, of New York, of the burden of 1,482.44 tons, or thereabouts, and declared that on the 22nd day of October last past he sailed in and with the said ship from the port of Shelburne, N. S., laden with ballast, and arrived in the said ship at Saint John, N. B., on the 22d day of November, and having experienced boisterous and tempestuous weather on the voyage, hereby enters this note of protest accordingly, to serve and avail him hereafter if found necessary.

JNO. H. ALLEN,
Master.

Attested:

JAS. MURRAY,
Consul.

[Inclosure 22.]

Register of the Bridgewater.

[Register No. 107. Permanent. Official number; numerals 2593; letters J. F. H. P.]

Copy of certificate of registry. In pursuance of chapter one, title XLVIII, "regulation of commerce and navigation," Revised Statutes of the United States.

Mary Warren Allen, of Brooklyn, State of New York, having taken and subscribed the oath required by law, and having sworn that he is a citizen of the United States and the only owner of the vessel called the *Bridgewater*, of New York, whereof Mathew Adams is at present master, and is a citizen of the United States; and that said vessel

was built in the year 1855, at Philadelphia, Penn., as appears by T. R. No. 256, issued at New York Aug. 13, 1873, surrd. to Am. consul at Hull, Eng., July 15, 1878, authorized to be registered anew per telegram of this date from Sec. of Treas., change of ownership and district, and said register having certified that the said vessel has 3 decks and 3 masts, and that her length is 189 and 8 tenths feet, her breadth 41 feet and 5 tenths, her depth 28 feet and 3 tenths, her height — feet and — tenths; that she measures fifteen hundred fifty-six tons and 83 hundredths viz:

	Tons.	100ths.
Capacity under tonnage deck	1,035	78
Capacity between decks above tonnage deck.....		
Capacity of inclosures on the upper deck, viz.....	521	5
Gross tonnage	1,556	83

Deductions under section 4153, Revised Statutes, as amended by act of August 5, 1882, 74.39; total deduction, 74.39; net tonnage, 1,482.44.

The following described spaces and no others have been omitted, viz:

and that she is a ship, has a figure-head and a square stern; and the said Mary Warren Allen having agreed to the description and admeasurement above specified, and sufficient security having been given, according to law, said vessel has been duly registered at the port of New York.

Given under my hand and seal at the port of New York, this third day of November, in the year one thousand eight hundred and eighty-three.

[SEAL OF THE UNITED STATES TREASURY.]

R. WYNKOOP,
Deputy Collector of Customs.
L. R. MAY,
For Naval Officer.
W. P. TITCOMB,
Assistant Register.

No. 5.

Mr. Bayard to Mr. Edwardes.

DEPARTMENT OF STATE,
Washington, June 22, 1888.

SIR: I have the honor to bring to the attention of Her Majesty's Government the case of the American ship *Bridgewater*, which was seized by the customs authorities at Shelburne, Nova Scotia, on the 27th of July, 1887, and detained in custody until the 15th of the following October, a period of eighty-one days, when she was unconditionally released.

The facts in the case are that the *Bridgewater* cleared from St. John, New Brunswick, on the 1st of April, 1887, with a cargo of deals for Penarth Roads, Great Britain. On the 5th of the same month, having been disabled by a storm and extensively damaged, she put into Shelburne, Nova Scotia, for repairs, was surveyed and condemned and her cargo discharged. In the mean time, however, Capt. John H. Allen, the agent for Mary Warren Allen, the owner of the vessel, having arrived, refused to accept the survey of condemnation and advertised the vessel for sale.

On the 8th of June the ship was put up at public sale, but as no bid was made, or any that was acceptable, she was bid in by Captain Allen as agent of the owner; and having been thus unable to effect a sale of the ship, he proceeded to repair her.

The repairs were proceeding, and, as is alleged, were nearly completed when, on the 27th of July, the vessel was seized by Collector Atwood, of Shelburne, for non-payment of duty as for goods entered and sold under the Dominion statute, 46 Victoria, Cap. 12, sections 41 and 60, which read as follows:

41. The person entering any goods inwards shall deliver to the collector or other proper officer an invoice of such goods showing the place and date of purchase, and the name or style of the firm or person from whom the goods were purchased, and a full description thereof in detail, giving the quantity and value of each kind of goods so imported, and a bill of the entry thereof, in such form as shall be appointed by competent authority, fairly written or printed, or partly written and partly printed; and in duplicate, containing the name of the importer, and, if imported by water, the name of the vessel and the master, and of the place to which bound, and of the place within the port where the goods are to be unladen, and the description of the goods, and the marks and number and contents of the package, and the place from which the goods are imported, and of what country or place such goods are the growth, produce, or manufacture.

60. Goods derelict, flotsam, jetsam, or wreck, or landed or saved from any vessel wrecked, stranded, or lost, brought or coming into Canada shall be subject to the same duties and regulation as goods of the like kind imported are subject to.

It is unnecessary for me to give a construction to these provisions in order to show that they could have no relation to the case of the *Bridge-water*, a vessel compelled to enter in distress and undergo repairs by her owner, out of whose hands she had never passed up to the time of her seizure for non-payment of duties, because that such is the clear opinion of the Canadian authorities unmistakably appears.

Captain Allen formally protested against the seizure of the ship, but without avail until the 16th of September, when the consul of the United States at Shelburne received from the acting minister of customs at Ottawa the following telegram:

Allen can repair and take vessel away. If he requires Canadian register, will have to pay duty.

A. W. McLELAN,
Acting Minister of Customs.

On the 22d of September, Collector Atwood offered to release the vessel on condition that her owner abandon all claim against the Canadian Government or its officials for the seizure and detention. This Captain Allen, acting for the owner, refused to do.

The vessel was not released till the 15th of October, and then unconditionally. No Canadian register was ever applied for or issued, and she sailed from Shelburne under her American papers.

The owner has since presented a claim for damages, by reason of the wrongful seizure and detention of the ship, amounting to something over \$20,000, to the Government at Ottawa, but has failed to secure its recognition, and Captain Allen has been informed by the minister of customs that his principal has no redress in the courts against any of the officers of the Crown.

Should the facts as herein stated be ascertained to be correct (and there appears to be little room for doubt) it is hoped that the justice of the claim now presented will be recognized and proper compensation awarded.

I have not thought it necessary to enter into any elaborate argument in regard to the law of the case, as it appears to be admitted that there was no warrant for the seizure and detention of the *Bridgewater*, under the customs laws of Canada, and since no Government has more readily accorded or more consistently contended for the rights of vessels in distress to seek shelter and repairs than that of Her Majesty.

I have, etc.,

T. F. BAYARD.

No. 6.

Mr. Edwardes to Mr. Bayard.

WASHINGTON, *June 25, 1888.* (Received June 26.)

SIR: I have the honor to acknowledge the receipt of your note of the 22d instant relative to the case of the American ship *Bridgewater*, and to inform you that I have lost no time in forwarding the same to Her Majesty's principal secretary of state for foreign affairs.

I have the honor, etc.,

H. G. EDWARDES.

No. 7.

Mr. Bayard to Mr. Herbert.

DEPARTMENT OF STATE,
Washington, November 23, 1888.

SIR: On the 22d of June last, I had the honor to address a note to Mr. Edwardes, chargé d'affaires *ad interim* of the British legation, touching the case of the American ship *Bridgewater*, the circumstances of which were fully detailed in that communication. On the 25th of the same month a note was received from Mr. Edwardes, in which he informed me that he had transmitted my note to his Government. Since that time no further communication in regard to the case has been received.

The telegrams of the Canadian officials referred to in my note seemed so clearly to admit the irregularity of the proceedings against the *Bridgewater*, and the principles of protection to disabled merchantmen, which were involved, were so important that it was hoped the Government of Her Majesty would concur with that of the United States in the opinion that a satisfactory adjustment of the claim between the two Governments should speedily be reached. But as this Department has failed as yet to receive any reply to its representations, I would be obliged to you if you would bring the matter again to the attention of Her Majesty's Government, and in so doing communicate an expression of the hope of this Government that a favorable answer may soon be returned.

I have, etc.,

T. F. BAYARD.

No. 8.

Mr. Herbert to Mr. Bayard.

WASHINGTON, *November 24, 1888.* (Received Nov. 26.)

SIR: With reference to your note of yesterday's date, asking for an early settlement of the *Bridgewater* case, I have the honor to inform you that I telegraphed to Her Majesty's principal secretary of state for foreign affairs, in the sense of your above mentioned note, and

have received a reply stating that the owner of the *Bridgewater*, before presenting the claim, commenced an action at law which is still pending, and that the Canadian government is unable to express an opinion on the claim until the settlement of the case in the law courts.

I have, etc.,

ARTHUR HERBERT.

No. 9.

Mr. Allen to Mr. Bayard.

IN RE BRIDGEWATER.

WASHINGTON, D. C., *January 19, 1889.*

SIR: Referring to the communications from the British Government in respect to this matter, received by the State Department November 26, but made known to me yesterday only, I beg to recall the Department's attention to its salient features as they appear in the documents filed in the State Department.

First. It is not an accurate statement, that which the Canadian authorities have persistently advanced, viz, that the owner of the *Bridgewater* commenced an action at law against the Government of Canada. The owner, it is true, went to Ottawa, made an application to the minister of customs for his permission to take the necessary steps (without which, so he was advised, no progress could be made), to the end that the cause could be tried in the exchequer court, in which event the Government itself would be the actual defendant; but the application met with prompt and unqualified refusal.

Second. It is true an action was commenced in the local court in Nova Scotia against the seizing officer, but it was abandoned, as the Canadian authorities are well aware, on May 26, 1888, on receipt of the official letter of that date stating that "the claimant can not recover against the seizing officers of the Crown for the damages sustained in consequence of the seizure."

Third. The owner had at that date spent ten months in pleading for restoration of the ship and suing for the losses the seizure entailed, and it is respectfully urged that it is quite out of character to contend, as the Canadian Government does contend, that in face of such foreordained decree the claimant should be made to take his cause to the courts, together with the costs attending it.

Fourth. When the Government armed the *Bridgewater* with a navigating register it undertook the obvious duty of protecting it, just as it would, and does, an American citizen carrying in his pocket a duly-vised passport, who, without cause, is thrown into a foreign dungeon.

Fifth. The consul-general at Halifax instructed the consul at Shelburne that the state department required the ship's navigating papers for scrutiny. They were sent, and eventually returned to the ship. This took place long before the ship's release. The fact of returning them was an admission of their legality and complete sufficiency the purposes which took the ship to a Canadian port; yet the Government did nothing whatever toward effecting a release.

Sixth. The Canadian pretense is that the *Bridgewater* was an importation into the Dominion of Canada of a piece of merchandise nondescript in quality, and therefore subject to a duty at the rate of 25 per cent., an

assumption which, if contended for by the Government of the United States against a British registered ship, would, in the language of a leading New York daily paper, "set the British foreign office afire." This is all that there is to refer to the courts, a question which, with all respect, I should say is not for the Canadian courts to determine, for that would be an admission on the part of the Government of the United States that a foreign power can not only nullify our navigation register laws (an assumption of surveillance over the affairs of another people that, if made to a power even like Hayti, would be instantly rejected), but that Canada, a dependency, can do the self-same thing and at the same time set at defiance those commercial treaty laws subsisting between the United States and Great Britain, and which she has, with her large mercantile marine, availed herself of in all our ports for more than fifty years past.

I would, in conclusion, respectfully remind the Department that the owner of the *Bridgewater* comes not to the Government as a suppliant. If a duty rests upon a citizen to his Government, and that duty has been fulfilled, equally does a duty rest upon the Government to the citizen in time of need. This is precisely our case. We ask from the Government that measure of protection which we through life have been paying for. In other words, it is one of those cases, occurring so seldom under modern civilization, where the value of citizenship and nationality of property may be accurately determined.

I am, etc.,

JNO. H. ALLEN.

No. 10.

Mr. Allen to Mr. Bayard.

WASHINGTON, *January* 19, 1889. (Received Jan. 21.)

SIR: The paper herewith I beg to attach to my letter of even date, to be filed with the State Department.

Respectfully, etc.,

JOHN H. ALLEN.

[Inclosure.]

Addenda to Mr. Allen's letter, dated Washington, January 19, 1889.

The Canadian authorities contend that the *Bridgewater* was sold in a Canadian port, and by that act was subject to a duty of 25 per cent. on the selling price, or, alternatively, confiscation. But admitting she was sold, which, however, was not the case, that would not change the position a particle. There is no law in Canada subjecting an American ship, if sold there, to the payment of 25 per cent. duty or any other per cent. of duty. This was pointed out to the Canadian authorities before they made the seizure and the owner was flippantly told they were "acting under an order in council;" yet the collector at the time quoted the statute he professed to be acting under.

If an American ship is sold in Canada or out of it to a Canadian, he must before he can complete his Canadian registry pay to his Government 10 per cent. on the purchase price of his ship, but obviously the moment the ship was billed to the Canadian owner it would cease to be American. This is the extent of the Canadian law touching the duty on American ships when sold in Canada.

It is not in the power of Canada, it is respectfully urged, to enact such a law as she professes to have been applying to American shipowners for twenty-one years, at least not till she abrogates the commercial treaties now subsisting between the United States and Great Britain, which especially provides for this very case, and to which Canada, as a dependency of the Crown, is subject.

J. H. A.

No. 11.

Mr. Bauard to Mr. Phelps

No. 1049.]

DEPARTMENT OF STATE,
Washington, January 23, 1889.

SIR: On the 22d of June last I addressed a note to Mr. Edwardes, chargé d'affaires *ad interim* of Her Britannic Majesty at this capital, in relation to the case of the American ship *Bridgewater*, which had been wrongfully seized and held by Canadian customs officials at Shelburne, Nova Scotia, for payment of customs duties to which it has been decided by the Canadian Government that the vessel in question was not justly subject. Copy of that note is herewith inclosed for your information.

On the 23d of November last, no reply having been received other than a simple acknowledgment by Mr. Edwardes and his statement that he had transmitted the note to his Government, I addressed Mr. Herbert, then and now chargé d'affaires *ad interim* of Her Majesty's legation, again inviting attention to the case. Copy of this latter note is also inclosed.

On the 24th of November Mr. Herbert replied that immediately upon the reception of my note of the 23d instant he had telegraphed to Her Majesty's principal secretary of state for foreign affairs in the sense of my note, and had received a reply stating that the owner of the *Bridgewater*, before presenting his claim to this Government, had commenced an action at law, which was still pending, and that the Canadian Government was unable to express an opinion on the claim until the settlement of the case in the law courts. Copy of this note is inclosed.

It is true that the owner of the *Bridgewater* instituted a suit in the Canadian courts to recover damages for the wrongful seizure and detention of the vessel. But on the 24th of May, 1888, her agent was informed by the Canadian minister of customs that he had received from the minister of justice an opinion that the claimant could "not recover against any officer of the Crown for damages sustained in consequence of the seizure." Copy of the letter of the minister of customs is herewith inclosed.

I am informed by the claimant that her agent also endeavored to obtain permission to bring a suit in the exchequer court, but his application was not entertained. That such a suit, if brought, would have been futile seems more than probable. And in this relation I inclose herewith a copy of a letter of the 30th of April, 1888 (see inclosure No. 1) from the claimant's legal counsel, which appears to contain a lucid statement of the law on the subject.

It was not until after failure to obtain a remedy against the government of Canada in the exchequer court and the official opinion of the minister of justice above referred to that no recovery could be had in any court against any officer of the Crown, that the claimant invoked the

intervention of her Government. Acting upon this declaration of the minister of justice, the owner's agent, Mr. John H. Allen, directed his attorneys to discontinue the suit so begun in the Canadian courts, and presented a petition to this Department. This petition bears date the 1st day of June, 1888, more than ten months posterior to date of the seizure of the vessel and nearly eight months after her unconditional discharge. The intervening time had been spent in fruitless endeavors to obtain redress from the Canadian government, and it was finally ascertained that redress through the Canadian law courts or from that government was not to be had.

As the case is now presented a serious injury has been inflicted upon a citizen of the United States by the authorities of the Dominion of Canada, for which the head of their department of justice has declared no remedy is afforded by their laws. To obviate such an evident failure of justice appeal is now made by the Government of the injured citizen to the plenary power of the Government under whose jurisdiction and official agency the injury was wrongfully inflicted.

You are therefore instructed to bring the case as herein-above stated to the attention of Her Majesty's Government, in order that just compensation may be rendered to the claimant.

I am, etc.,

T. F. BAYARD.

No. 12.

Mrs. Allen to Mr. Bayard.

Brooklyn, N. Y. January 23, 1889. (Received January 29.)

SIR: At the direction of Mr. John H. Allen, now temporarily absent in the South, I beg to hand you the accompanying amended statement of claim, to be filed in the State Department with the papers relating to the seizure of the *Bridgewater*, requesting that the previous one filed may be returned to me.

Very respectfully,

MARY W. ALLEN.

[Inclosure.]

Statement of claim of the petitioner Mary Warren Allen, of 134 Macon street, Brooklyn, N. Y., against the Government of the Dominion of Canada.

For seizure and detention of the ship <i>Bridgewater</i> , of New York, 1,557 tons gross register, from July 27, 1887, till October 15, 1887, both inclusive, at 8 cents per ton per diem	\$10, 089. 48
Injury to stagings, ropes, running rigging, boats, deterioration of the uncompleted work, loss of ship's material and stores while under seizure and in possession of the Government's officials	1, 000. 00
Loss of thirty-one days' time endeavoring to reach Bersimis (see marine protest herewith), at 8 cents per register ton per diem	3, 861. 36
Loss by forced abandonment of voyage to Liverpool, Great Britain, via Bersimis, on account of the lateness of the season, made up as follows:	
Gross estimated freight	£1, 900 0 0
Total estimated disbursements at Bersimis	175 0 0
Net freight in ship when sailing from Bersimis..	1, 725 0 0

CREDIT.

Substituted voyage to Liverpool via St. John:

Gross freight under the charter	£1,454 17 6
Less expenses in St. John getting the cargo.....	577 10 0

Net freight from St. John under substituted charter	877 7 6
---	---------

Difference between what ship would have earned via Bersimis and what she did earn via St. John to Liverpool (£847 12s 6d; exchange, \$4.84).....	\$4,102 54
John H. Allen, agent and attorney, his time and expenses from July 27, 1887, to December 23, 1887, suing for the recovery of the ship and generally directing it on the substituted voyage, including all legal charges.	5,000.00
Accrued interest on \$24,053.38 from December 23, 1887, to January 23, 1889.	1,563.80

The claimant's statements to date	25,637.18
And interest thereafter till paid at 6 per cent. per annum.	

The owner further claims that should the Government demand compensation in behalf of the ship-owners, making its cause its own (as the circumstances justify), the demurrage should be that fixed by the convention of 1862, viz, £5 sterling per day for every 100 tons of the ship's registered tonnage, instead of what the owner has claimed under the commercial usage, viz, 8 cents per ton per day, making the sum due to date under this principle, \$47,000.

Brooklyn, N. Y., January 23, 1889.

MARY W. ALLEN.

No. 13.

Mr. Rives to Mrs. Allen.

DEPARTMENT OF STATE,
Washington, February 1, 1889.

MADAM: The amended statement of your claim against Great Britain for the seizure of the ship *Bridgewater*, which accompanied your letter of the 23d ultimo, has been received and placed on file. The Department will be compelled, however, to retain the original statement on its files, since it has been made the subject of official action.

I am, madam, etc.,

G. L. RIVES,
Assistant Secretary.

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LETTER
FROM
THE SECRETARY OF THE TREASURY,

TRANSMITTING

Estimate for appropriation for Oshkosh court-house.

FEBRUARY 9, 1889.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, D. C., February 8, 1889.

SIR: I have the honor to forward herewith for appropriate action a copy of a letter from the acting supervising architect of the Treasury Department, stating that a further appropriation of sixteen hundred dollars (\$1,600) will be required in order to substitute oak finish for white-pine finish in the court-house, post-office, etc., at Oshkosh, Wis.

Respectfully, yours,

HUGH S. THOMPSON,
Acting Secretary.

Hon. JOHN J. INGALLS,
President of the Senate pro tempore, Washington, D. C.

TREASURY DEPARTMENT,
OFFICE OF THE SUPERVISING ARCHITECT,
Washington, February 8, 1889.

SIR: I have the honor to call your attention to the condition of the court-house, post-office, etc., at Oshkosh, Wis.

The joiner finish, as now provided for within the limit of the appropriation fixed by Congress, is for white pine. From a letter of the 8th instant, submitted to this office by Hon. Philetus Sawyer, it is urgently requested that white oak be substituted for white pine finish in said building. In order to accomplish this purpose a further appropriation of \$1,600 will be required.

Respectfully, yours,

IRWIN B. LINTON,
Acting Supervising Architect.

The SECRETARY OF THE TREASURY.

LETTER

FROM

THE SECRETARY OF THE NAVY,

TRANSMITTING,

In response to Senate resolution of January 29, 1889, reports relative to certain expenditures in navy-yards.

FEBRUARY 11, 1889.—Referred to the Committee on Appropriations and ordered to be printed.

NAVY DEPARTMENT,
Washington, February 8, 1889.

SIR : I have the honor to acknowledge the receipt of the resolution adopted by the Senate on the 29th ultimo, by which the Secretary of the Navy is directed to "furnish the Senate with a statement of the expenditures for labor in navy-yards for each of the first six months of the present fiscal year from the appropriation for the construction and repair of vessels and from the appropriation for steam machinery, together with a statement of the unexpended balances of each of the above appropriations on the 1st day of January, 1889."

In answer to said resolution, I beg leave to submit herewith copies of the reports of the chiefs of the respective Bureaus, Construction and Repair and Steam Engineering, containing the information called for.

Very respectfully,

W. C. WHITNEY,
Secretary of the Navy.

Hon. J. J. INGALLS,
President pro tempore, U. S. Senate.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, D. C., February 6, 1889.

SIR: In compliance with the instructions contained in the Department's letter of the 31st ultimo, transmitting copy of a resolution passed by the Senate on the 29th ultimo, requesting a statement of the expenditures for labor in the navy-yards for each of the first six months of the present fiscal year from the appropriation for the construction and repair of vessels and from the appropriation for steam machinery, together with a statement of the unexpended balances of each of the above appropriations on the 1st of January, 1889, I have the honor to inclose herewith a statement embodying the information called for under said resolution, so far as the same pertains to this Bureau.

I am, sir, very respectfully,

T. D. WILSON,
Chief Constructor, U. S. Navy, Chief of Bureau.

Hon. W. C. WHITNEY,
Secretary of the Navy.

EXPENDITURES IN NAVY-YARDS.

Expenditures for labor in navy-yards for each of the first six months of the present fiscal year from the appropriation for the construction and repair of vessels, together with a statement of the unexpended balance of said appropriation on the 1st day of January, 1889.

Navy-yard.	July.	August.	September.	October.	November.	December.	Total.
Kittery	\$6,249.75	\$7,223.31	\$11,841.24	\$16,954.85	\$8,315.08	\$9,080.96	\$59,665.19
Boston	1,140.62	1,288.02	1,611.61	1,728.49	938.75	1,098.92	7,806.41
New York	26,000.00	30,000.00	39,770.89	62,768.35	28,292.26	12,694.50	199,526.00
League Island	2,893.42	2,482.74	2,541.14	3,992.61	1,782.61	1,240.12	14,932.64
Washington.....	1,779.47	2,147.50	1,870.02	2,481.18	189.68	459.20	8,927.05
Norfolk	7,046.48	10,610.23	20,042.71	22,278.30	9,813.05	12,614.59	82,405.36
Pensacola	448.19	464.48	375.25	420.60	299.79	358.96	2,367.27
Mare Island.....	16,932.77	21,285.48	25,547.88	30,463.61	9,113.82	7,822.70	111,166.26
Total.....	62,490.70	75,501.76	103,600.74	141,087.99	58,745.04	45,369.95	486,796.18

Unexpended balance, C. and R., 1888'-89, January 1, 1889	\$259,575.97
Less Bureau indebtedness on account of contracts, requisitions, etc.....	172,757.97
Balance.....	86,818.00

NAVY DEPARTMENT,
BUREAU OF STEAM-ENGINEERING,
Washington, February 1, 1889.

SIR: In compliance with your request of January 31, to be furnished with a statement of the expenditures for labor in the navy-yards for each of the first six months of the present fiscal year from the appropriation for steam machinery, together with a statement of the unexpended balance of the said appropriation on the 1st day of January, 1889, I have the honor to report as follows:

APPROPRIATION "STEAM MACHINERY, 1889."

Statement of expenditures for labor for each of the several navy-yards and stations for the first six months of the present fiscal year.

Yard.	July.	August.	September.	October.	November.	December.	Aggregate.
Portsmouth.....	\$5,999.44	\$7,027.22	\$6,534.61	\$7,091.56	\$3,846.95	\$2,796.10	\$33,295.88
Boston	635.82	694.54	591.26	652.87	721.52	682.60	3,978.61
New London...	65.00	67.50	62.50	67.50	65.00	65.00	392.50
New York	10,359.09	11,762.49	7,187.46	8,690.88	6,998.23	5,916.22	50,914.37
League Island..	1,003.85	995.55	901.80	1,004.85	881.70	920.45	5,708.20
Washington ...	297.60	528.80	286.80	388.52	392.14	390.50	2,284.36
Norfolk	3,996.51	6,562.10	6,383.68	7,607.05	6,949.69	6,804.28	38,303.31
Pensacola	222.02	230.76	211.66	226.26	285.78	231.04	1,407.52
Key West.....	.....	147.00	140.00	147.00	142.00	135.00	711.00
Mare Island....	8,890.50	9,048.14	11,203.68	12,817.44	8,480.00	7,722.78	58,162.60
Total.....	31,469.89	37,064.10	33,503.45	38,693.93	28,763.01	25,663.97	195,158.35

The unexpended balances of the above appropriation on the 1st day of January, 1889, was \$328,741.39.

Very respectfully,

GEO. W. MELVILLE,
Engineer-in-Chief U. S. Navy, Chief of Bureau.

The SECRETARY OF THE NAVY.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

In response to Senate resolution of January 2, 1889, a report upon the seal fisheries in Bering Sea.

FEBRUARY 12, 1889.—Referred to the Committee on Foreign Relations and ordered to be printed.

To the Senate:

I herewith transmit, in reply to the resolution of the Senate of the 2d ultimo, a report from the Secretary of State, with accompanying documents, in relation to the seal fisheries in Bering Sea.

GROVER CLEVELAND.

EXECUTIVE MANSION,
February 12, 1889.

TO THE PRESIDENT:

On the 2d of January last the Senate adopted the following resolution:

Resolved, That the President of the United States be requested, if not incompatible with the public interest, to communicate to the Senate all correspondence which may have taken place with the Government of Great Britain, in regard to the right of fishing, taking seal, or navigating in Bering Sea, or in any waters adjacent thereto; also the circumstances in regard to the seizure or release of any British vessels in or near said waters by the United States; also all regulations, rules, or directions which may have been promulgated by the Government of the United States, or any Department thereof, in relation to fishing or taking seal in said sea or waters; also to inform the Senate whether any rules or regulations concerning such fishing or taking seal are enforced against citizens or vessels of the United States which are not enforced against the citizens or vessels of other countries.

This resolution having been referred to the undersigned, he has the honor to submit herewith the correspondence requested. In addition to that which comes strictly within the terms of the resolution, there are also transmitted other correspondence and documents which throw light upon certain general questions involved. As heretofore announced to Congress, negotiations are pending with a view to the protection of seal-life in Bering Sea by international arrangement. Enough of the correspondence to disclose the general purpose and scope of the arrangements sought for is herewith submitted. Other correspondence on the subject, of a confidential character, and as yet incomplete, exists, but its publication at the present time and pending negotiations is not con-

sidered to be compatible with the public interest. None of the correspondence so withheld, however, has relation to the orders given for the regulation of the seizure of vessels engaged in sealing in Bering Sea.

Respectfully submitted:

T. F. BAYARD.

DEPARTMENT OF STATE,
Washington, February 12, 1889.

LIST OF INCLOSURES.

PART I.

Correspondence relative to the seizure of British sealing vessels in Bering Sea.

- No. 1. Sir L. S. Sackville West to Mr. Bayard. September 27, 1886.
- No. 2. Same to same. October 21, 1886.
- No. 3. Earl Iddesleigh to Sir L. S. Sackville West. October 30, 1886.
- No. 4. Mr. Bayard to Sir L. S. Sackville West. November 12, 1886.
- No. 5. Sir L. S. Sackville West to Mr. Bayard. December 7, 1886.
- No. 6. Same to same. January 9, 1887.
- No. 7. Mr. Bayard to Sir L. S. Sackville West. January 12, 1887.
- No. 8. Sir L. S. Sackville West to Mr. Bayard. February 1, 1887.
- No. 9. Mr. Bayard to Sir L. S. Sackville West. February 3, 1887.
- No. 10. Sir L. S. Sackville West to Mr. Bayard. February 4, 1887.
- No. 11. Same to same. April 4, 1887.
- No. 12. Mr. Bayard to Sir L. S. Sackville West. April 12, 1887.
- No. 13. Sir L. S. Sackville West to Mr. Bayard. July 8, 1887.
- No. 14. Mr. Bayard to Sir L. S. Sackville West. July 11, 1887.
- No. 15. Sir L. S. Sackville West to Mr. Bayard. August 11, 1887.
- No. 16. Mr. Bayard to Sir L. S. Sackville West. August 13, 1887.
- No. 17. Marquis of Salisbury to Sir L. S. Sackville West. September 10, 1887.
- No. 18. Sir L. S. Sackville West to Mr. Bayard. September 29, 1887.
- No. 19. Same to same. October 4, 1887.
- No. 20. Mr. Bayard to Mr. Garland. October 7, 1887.
- No. 21. Mr. Bayard to Mr. Garland. October 8, 1887.
- No. 22. Mr. Bayard to Sir L. S. Sackville West. October 11, 1887.
- No. 23. Sir L. S. Sackville West to Mr. Bayard. October 12, 1887.
- No. 24. Mr. Garland to Mr. Bayard. October 12, 1887.
- No. 25. Mr. Bayard to Sir L. S. Sackville West. October 13, 1887.
- No. 26. Same to same. October 13, 1887.
- No. 27. Mr. Bayard to Mr. Garland. October 13, 1887.
- No. 28. Mr. Garland to Mr. Bayard. October 15, 1887.
- No. 29. Sir L. S. Sackville West to Mr. Bayard. October 19, 1887.
- No. 30. Mr. Bayard to Sir L. S. Sackville West. October 22, 1887.
- No. 31. Sir L. S. Sackville West to Mr. Bayard. October 26, 1887.
- No. 32. Mr. Garland to Mr. Bayard. March 9, 1888.
- No. 33. Sir L. S. Sackville West to Mr. Bayard. March 26, 1888.
- No. 34. Mr. Bayard to Sir L. S. Sackville West. March 30, 1888.
- No. 35. Sir L. S. Sackville West to Mr. Bayard. April 2, 1888.
- No. 36. Same to same. April 18, 1888.
- No. 37. Mr. Bayard to Sir L. S. Sackville West. April 22, 1888.
- No. 38. Sir L. S. Sackville West to Mr. Bayard. April 30, 1888.
- No. 39. Same to same. May 25, 1888.
- No. 40. Mr. Bayard to Sir L. S. Sackville West. May 28, 1888.
- No. 41. Same to same. May 28, 1888.
- No. 42. Sir L. S. Sackville West to Mr. Bayard. May 28, 1888.
- No. 43. Mr. Bayard to Sir L. S. Sackville West. May 29, 1888.
- No. 44. Mr. Bayard to Mr. Garland. May 29, 1888.
- No. 45. Mr. Garland to Mr. Bayard. May 31, 1888.
- No. 46. Sir L. S. Sackville West to Mr. Bayard. August 6, 1888.
- No. 47. Mr. Bayard to Mr. Jenks. August 8, 1888.
- No. 48. Mr. Bayard to Sir L. S. Sackville West. August 8, 1888.
- No. 49. Mr. Jenks to Mr. Bayard. August 10, 1888.
- No. 50. Mr. Bayard to Sir L. S. Sackville West. August 13, 1888.

- No. 51. Sir L. S. Sackville West to Mr. Bayard. August 16, 1888.
 No. 52. Mr. Jenks to Mr. Bayard. September 3, 1888.
 No. 53. Mr. Bayard to Sir L. S. Sackville West. September 10, 1888.
 No. 54. Mr. Jenks to Mr. Bayard. September 26, 1888.
 No. 55. Mr. Bayard to Sir L. S. Sackville West. September 27, 1888.
 No. 56. Mr. Garland to Mr. Bayard. October 11, 1888.
 No. 57. Lord Sackville to Mr. Bayard. October 12, 1888.
 No. 58. Mr. Rives to Mr. Garland. October 17, 1888.
 No. 59. Mr. Garland to Mr. Bayard. October 20, 1888.
 No. 60. Mr. Bayard to Mr. Garland. October 27, 1888.
 No. 61. Mr. Garland to Mr. Bayard. November 14, 1888.
 No. 62. Mr. Bayard to Mr. Garland. November 17, 1888.
 No. 63. Mr. Herbert to Mr. Bayard. November 23, 1888.
 No. 64. Mr. Bayard to Mr. Garland. November 27, 1888.
 No. 65. Mr. Bayard to Mr. Herbert. November 28, 1888.
 No. 66. Mr. Herbert to Mr. Bayard. December 5, 1888.
 No. 67. Mr. Bayard to Mr. Herbert. December 10, 1888.
 No. 68. Mr. Stevens to Mr. Rives. No. 388. December 31, 1888.

PART II.

Correspondence relative to negotiations for the conclusion of treaties of protection of fur seals in Bering Sea.

FRANCE.

- No. 69. Mr. Bayard to Mr. Vignaud. No. 256. August 19, 1887.
 No. 70. Mr. McLane to Mr. Bayard. No. 490. October 22, 1887.
 No. 71. Mr. Bayard to Mr. McLane. No. 271. November 18, 1887.
 No. 72. Mr. Bayard to Mr. McLane. No. 293. February 7, 1888.

GERMANY.

- No. 73. Mr. Coleman to Mr. Bayard. No. 498. September 1, 1887.

GREAT BRITAIN.

- No. 74. Mr. Phelps to Mr. Bayard. No. 618. November 12, 1887.
 No. 75. Mr. Bayard to Mr. Phelps. No. 733. November 25, 1887.
 No. 76. Mr. Bayard to Mr. Phelps. No. 782. February 7, 1888.
 No. 77. Mr. Phelps to Mr. Bayard. No. 690. February 18, 1888.
 No. 78. Mr. Phelps to Mr. Bayard. No. 692. February 25, 1888.
 No. 79. Mr. Bayard to Mr. Phelps. No. 810. March 2, 1888.
 No. 80. Mr. White to Mr. Bayard. Telegram. April 7, 1888.
 No. 81. Mr. White to Mr. Bayard. No. 720. April 7, 1888.
 No. 82. Mr. Bayard to Mr. White. Telegram. April 9, 1888.
 No. 83. Mr. Bayard to Mr. White. No. 849. April 18, 1888.
 No. 84. Mr. White to Mr. Bayard. No. 725. April 20, 1888.
 No. 85. Mr. Bayard to Mr. White. No. 864. May 1, 1888.
 No. 86. Mr. White to Mr. Bayard. No. 767. June 6, 1888.
 No. 87. Mr. White to Mr. Bayard. No. 786. June 20, 1888.
 No. 88. Mr. Bayard to Mr. Phelps. No. 948. August 9, 1888.
 No. 89. Mr. Rives to Mr. Phelps. No. 982. October 23, 1888.
 No. 90. The whales in Hudson Bay. (Extract from newspaper.)

JAPAN.

- No. 91. Mr. Hubbard to Mr. Bayard. No. 387. September 28, 1887.
 No. 92. Mr. Hubbard to Mr. Bayard. Telegram. September 29, 1887.
 No. 93. Mr. Hubbard to Mr. Bayard. No. 388. September 29, 1887.
 No. 94. Mr. Bayard to Mr. Hubbard. No. 156. September 30, 1887.
 No. 95. Mr. Hubbard to Mr. Bayard. No. 393. October 10, 1887.
 No. 96. Mr. Bayard to Mr. Hubbard. No. 171. November 21, 1887.
 No. 97. Mr. Hubbard to Mr. Bayard. No. 483. June 23, 1888.
 No. 98. Mr. Hubbard to Mr. Bayard. No. 491. July 13, 1888.
 No. 99. Mr. Hubbard to Mr. Bayard. No. 492. July 13, 1888.
 No. 100. Mr. Bayard to Mr. Hubbard. No. 223. July 18, 1888.
 No. 101. Mr. Bayard to Mr. Hubbard. No. 232. August 9, 1888.

RUSSIA.

- No. 102. Mr. Wurts to Mr. Bayard. No. 139. September 3, 1887.
 No. 103. Mr. Lothrop to Mr. Bayard. No. 151. December 8, 1887.
 No. 104. Mr. Lothrop to Mr. Bayard. No. 161. February 22, 1888.
 No. 105. Mr. Lothrop to Mr. Bayard. No. 164. March 12, 1888.

SWEDEN AND NORWAY.

- No. 106. Mr. Magee to Mr. Bayard. No. 118. March 20, 1888.

PART III.

Canadian correspondence relative to the seizure of British sealing vessels in Bering Sea.

- No. 107. Sir L. S. West to Lord Iddesleigh. September 21, 1886.
 No. 108. The administrator to Mr. Stanhope. September 27, 1886.
 No. 109. The administrator to Mr. Stanhope. September 27, 1886.
 No. 110. Same to same. September 27, 1886.
 No. 111. The administrator to Sir L. West. September 28, 1886.
 No. 112. Same to same. September 28, 1886.
 No. 113. Sir L. West to the administrator. October 4, 1886.
 No. 114. Mr. Stanhope to the administrator. October 25, 1886.
 No. 115. The Earl of Iddesleigh to Sir L. West. October 30, 1886.
 No. 116. Lord Lansdowne to Mr. Stanhope. Telegram. November 27, 1886.
 No. 117. Same to same. November 29, 1886.
 No. 118. Mr. Stanhope to Lord Lansdowne. Telegram. December 1, 1886.
 No. 119. Lord Lansdowne to Sir L. West. December 9, 1886.
 No. 120. Sir L. West to the Marquis of Lansdowne. December 12, 1886.
 No. 121. Mr. Stanhope to the Marquis of Lansdowne. December 16, 1886.
 No. 122. Colonial office to Lord Lansdowne. January 14, 1887.
 No. 123. Lord Lansdowne to Mr. Stanhope. January 15, 1887.
 No. 124. Sir H. Holland to the Marquis of Lansdowne. January 19, 1887.
 No. 125. Same to same. January 19, 1887.
 No. 126. Sir L. West to Mr. Bayard. February 2, 1887.
 No. 127. Same to same. February 4, 1887.
 No. 128. Sir L. West to Lord Lansdowne. Telegram. February 4, 1887.
 No. 129. Same to same. February 4, 1887.
 No. 130. Sir H. Holland to the Marquis of Lansdowne. February 5, 1887.
 No. 131. Lord Lansdowne to Sir H. Holland. Telegram. March 31, 1887.
 No. 132. Sir H. T. Holland to Lord Lansdowne. April 23, 1887.
 No. 133. Same to same. No. 115. May 12, 1887.
 No. 134. The Governor-General to Sir H. Holland. May 21, 1887.
 No. 135. Sir R. G. W. Herbert to the officer administering the government of Canada. May 27, 1887.
 No. 136. Sir L. West to Mr. Bayard. July 8, 1887.
 No. 137. Mr. Bayard to Sir L. West. July 11, 1887.
 No. 138. Sir H. Holland to Lord Lansdowne. No. 206. July 14, 1887.
 No. 139. Same to same. No. 279. August 15, 1887.
 No. 140. Lord Lansdowne to Sir H. Holland. No. 325. August 19, 1887.
 No. 141. Sir L. S. Sackville West to Lord Lansdowne. No. 66. August 23, 1887.
 No. 142. Lord Lansdowne to Sir H. T. Holland. No. 338. August 27, 1887.
 No. 143. Sir H. Holland to Lord Lansdowne. September 1, 1887.
 No. 144. Sir H. T. Holland to Lord Lansdowne. No. 308. September 1, 1887.
 No. 145. Sir Henry Holland to Lord Lansdowne. September 14, 1887.
 No. 146. Sir H. T. Holland to Lord Lansdowne. September 16, 1887.
 No. 147. Lord Lansdowne to Sir Henry Holland. Telegram. September 23, 1887.
 No. 148. Lord Lansdowne to Sir H. T. Holland. No. 372. September 26, 1887.
 No. 149. Lord Lansdowne to Sir L. S. West. September 26, 1887.
 No. 150. Sir L. West to Mr. Bayard. September 29, 1887.
 No. 151. Sir H. Holland to Lord Lansdowne. September 29, 1887.
 No. 152. Same to same. September 29, 1887.
 No. 153. Same to same. October 8, 1887.
 No. 154. Sir L. S. West to Lord Lansdowne. No. 81. October 14, 1887.
 No. 155. Sir Henry Holland to Lord Lansdowne. No. 356. October 20, 1887.
 No. 156. Lord Lansdowne to Sir H. Holland. No. 408. October 20, 1887.
 No. 157. Same to same. No. 409. October 20, 1887.
 No. 158. Sir L. West to Mr. Bayard. October 26, 1887.
 No. 159. Sir H. Holland to Lord Lansdowne. November 4, 1887.

- No. 160. Same to same. November 16, 1887.
 No. 161. Same to same. No. 399. November 24, 1887.
 No. 162. Same to same. December 7, 1887.
 No. 163. Lord Lansdowne to Sir Henry Holland. January 19, 1888.

PART IV.

Prior correspondence relative to the Bering Sea, Alaska, the sea of Okhotsk, and the Russian ukase of 1821.

- No. 164. Mr. Poletica to Mr. Adams. January 30, 1822.
 No. 165. Mr. Adams to Mr. Poletica. February 25, 1822.
 No. 166. Mr. Poletica to Mr. Adams. February 28, 1822.
 No. 167. Mr. Adams to Mr. Poletica. March 30, 1822.
 No. 168. Mr. Poletica to Mr. Adams. April 2, 1822.
 No. 169. Baron Tuyll to Mr. Adams. April 12 (24), 1823.
 No. 170. Mr. Adams to Baron Tuyll. May 7, 1823.
 No. 171. Mr. Adams to Mr. Middleton. No. 16. July 22, 1823.
 No. 172. Mr. Adams to Mr. Rush. No. 70. July 22, 1823.
 No. 173. Mr. Middleton to Mr. Adams. No. 35. April 19, 1824.
 No. 174. Convention between Great Britain and Russia. February 28, 1825.
 No. 175. Baron Krudener to Mr. Dickins. May 31, 1825.
 No. 176. Mr. Dickins to Baron Krudener. June 3, 1825.
 No. 177. Mr. Forsyth to Baron Krudener. June 24, 1833.
 No. 178. Baron Krudener to Mr. Forsyth. July 11, 1835.
 No. 179. Mr. Forsyth to Baron Krudener. July 21, 1835.
 No. 180. Baron Krudener to Mr. Forsyth. July 26, 1835.
 No. 181. Mr. Forsyth to Mr. Wilkins. No. 4. July 30, 1835.
 No. 182. Mr. Wilkins to Mr. Forsyth. No. 14. November 23, 1835.
 No. 183. Mr. Wilkins to Mr. Forsyth. No. 16. December 11, 1835.
 No. 184. Mr. Forsyth to Mr. Dallas. No. 3. May 4, 1837.
 No. 185. Mr. Dallas to Mr. Forsyth. No. 6. August 16, 1837.
 No. 186. Mr. Dallas to Mr. Forsyth. No. 7. September 8, 1837.
 No. 187. Mr. Forsyth to Mr. Dallas. No. 4. November 3, 1837.
 No. 188. Mr. Dallas to Mr. Forsyth. No. 15. March 19, 1838.
 No. 189. Same to same. No. 16. April 16, 1838.
 No. 190. Same to same. No. 17. May 13, 1838.
 No. 191. Treaty concerning the cession of Alaska by Russia to the United States, March 30, 1867.
 No. 192. Mr. Seward to Mr. Clay. No. 273. December 23, 1867.
 No. 193. Mr. Clay to Mr. Seward. No. 175. January 18, 1868.
 No. 194. Mr. Seward to Mr. Clay. No. 268. February 24, 1868.
 No. 195. Mr. Clay to Mr. Seward. No. 183. March 20, 1868.
 No. 196. Same to same. No. 199. August 14, 1868.
 No. 197. Mr. Seward to Mr. Clay. No. 295. August 31, 1868.
 No. 198. Treaty between the United States and Great Britain, May 8, 1871, article 26.
 No. 199. Mr. Hoffman to Mr. Evarts. No. 44. June 10, 1878.
 No. 200. Mr. Frelinghuysen to Mr. Hoffman. No. 120. March 7, 1882.
 No. 201. Mr. Hoffman to Mr. Frelinghuysen. No. 207. March 14, 1882.
 No. 202. Same to same. No. 211. March 27, 1882.
 No. 203. Same to same. No. 228. May 22, 1882.
 No. 204. Same to same. No. 231. June 14, 1882.
 No. 205. Mr. Bayard to Mr. Taft. No. 13. March 25, 1885.
 No. 206. Mr. Bayard to Mr. Wurts. No. 50. June 28, 1886.
 No. 207. Mr. Bayard to Mr. Lothrop. No. 65. December 4, 1886.
 No. 208. Mr. Lothrop to Mr. Bayard. No. 95. February 17, 1887.
 No. 209. Same to same. No. 96. February 17, 1887.
 No. 210. Same to same. No. 100. March 7, 1887.
 No. 211. Same to same. No. 126. June 22, 1887.

PART V.

Treasury regulations.

- No. 212. Mr. Fairchild to Mr. Bayard. February 5, 1889.

PART I.

CORRESPONDENCE RELATIVE TO THE SEIZURE OF BRITISH SEALING VESSELS IN BERING SEA.

No. 1.

Sir L. S. Sackville West to Mr. Bayard.

WASHINGTON, *September 27*, 1886. (Received September 28.)

SIR: I have the honor to inform you that Her Majesty's Government have received a telegram from the commander-in-chief of Her Majesty's naval forces on the Pacific station respecting the alleged seizure of three British Columbian seal schooners by the United States revenue cruiser *Corwin*, and I am in consequence instructed to request to be furnished with any particulars which the United States Government may possess relative to this occurrence.

I have, etc.,

L. S. SACKVILLE WEST.

No. 2.

Sir L. S. Sackville West to Mr. Bayard.

WASHINGTON, *October 21*, 1886. (Received October 22.)

SIR: With reference to my note of the 27th ultimo, requesting to be furnished with any particulars which the United States Government may possess relative to the seizure in the North Pacific waters of three British Columbian seal schooners by the United States revenue cruiser *Corwin*, and to which I am without reply, I have the honor to inform you that I am now instructed by the Earl of Iddesleigh, Her Majesty's principal secretary of state for foreign affairs, to protest in the name of Her Majesty's Government against such seizure, and to reserve all rights to compensation.

I have, etc.,

L. S. SACKVILLE WEST.

No. 3.

*Earl of Iddesleigh to Sir L. S. Sackville West.**

FOREIGN OFFICE, October 30, 1886.

SIR: Her Majesty's Government are still awaiting a report on the result of the application which you were directed by my dispatch No. 181, of the 9th ultimo, to make to the Government of the United States for information in regard to the reported seizure by the United States revenue-cutter *Corwin* of three Canadian schooners while engaged in the pursuit of seals in Bering's Sea.

In the mean while, further details in regard to these seizures have been sent to this country, and Her Majesty's Government now consider it incumbent on them to bring to the notice of the United States Government the facts of the case as they have reached them from British sources.

It appears that the three schooners, named respectively the *Carolina*, the *Onward*, and the *Thornton*, were fitted out in Victoria, British Columbia, for the capture of seals in the waters of the Northern Pacific Ocean, adjacent to Vancouver's Island, Queen Charlotte Islands, and Alaska.

According to the depositions inclosed herewith from some of the officers and men,† these vessels were engaged in the capture of seals in the open sea, out of sight of land, when they were taken possession of, on or about the 1st August last, by the United States revenue-cutter *Corwin*—the *Carolina* in latitude 55° 50' north, longitude 168° 53' west; the *Onward* in latitude 50° 52' north, longitude 167° 55' west; and the *Thornton* in about the same latitude and longitude.

They were all at a distance of more than 60 miles from the nearest land at the time of their seizure, and on being captured were towed by the *Corwin* to Oonalaska, where they are still detained. The crews of the *Carolina* and *Thornton*, with the exception of the captain and one man on each vessel detained at that port, were, it appears, sent by the steamer *St. Paul* to San Francisco, Cal., and then turned adrift, while the crew of the *Onward* were kept at Oonalaska.

At the time of their seizure the *Carolina* had 686 seal-skins on board, the *Thornton* 404, and the *Onward* 900, and these were detained, and would appear to be still kept at Oonalaska, along with the schooners, by the United States authorities.

According to information given in the *Alaskan*, a newspaper published at Sitka, in the Territory of Alaska, and dated the 4th September, 1886, it is reported:

(1) That the master and mate of the schooner *Thornton* were brought for trial before Judge Dawson, in the United States district court at Sitka, on the 30th August last.

(2) That the evidence given by the officers of the United States revenue-cutter *Corwin* went to show that the *Thornton* was seized while in Bering Sea, about 60 or 70 miles south south-east of St. George Island, for the offense of hunting and killing seals within that part of Bering Sea which (it was alleged by the *Alaskan* newspaper) was ceded to the United States by Russia in 1867.

(3) That the judge in his charge to the jury, after quoting the first article of the treaty of the 30th March, 1867, between Russia and the United States, in which the

* Left at the Department of State by Sir L. S. Sackville West November 12, 1886.

† (1) Copy of a letter from Daniel Munroe, master of the Canadian sealing schooner *Onward*. (2) Copy of a letter from James Ogilvie, master of the Canadian sealing schooner *Carolina*. (3) Deposition of John Dallas, seaman on board the *Thornton*; of Thomas McLardy, cook on board the *Carolina*; of Edward Shields, seaman on board the *Carolina*; and of William Munsie, owner of the *Carolina*. All of the province of British Columbia. [These inclosures were not transmitted to the Department.]

western boundary of Alaska is defined, went on to say: "All the waters within the boundary set forth in this treaty to the western end of the Aleutian archipelago and chain of islands are to be considered as comprised within the waters of Alaska, and all the penalties prescribed by law against the killing of fur-bearing animals must, therefore, attach against any violation of law within the limits heretofore described. If, therefore, the jury believe from the evidence that the defendants, by themselves or in conjunction with others, did, on or about the time charged in the information, kill any otter, mink, marten, sable, or fur-seal, or other fur-bearing animal or animals on the shores of Alaska or in the Bering Sea east of 193° of west longitude, the jury should find the defendants guilty, and assess their punishment separately at a fine of not less than \$200 nor more than \$1,000, or imprisonment not more than six months, or by both such fine (within the limits herein set forth) and imprisonment."

(4) That the jury brought in a verdict of guilty against the prisoners, in accordance with which the master of the *Thornton*, Hans Guttoulsen, was sentenced to imprisonment for thirty days, and to pay a fine of \$500; and the mate of the *Thornton*, Norman, was sentenced to imprisonment for thirty days, and to pay a fine of \$300; which terms of imprisonment are presumably now being carried into effect.

There is also reason to believe that the masters and mates of the *Onward* and *Carolina* have since been tried and sentenced to undergo penalties similar to those now being inflicted on the master and mate of the *Thornton*.

You will observe, from the facts given above, that the authorities of the United States appear to lay claim to the sole sovereignty of that part of Bering Sea lying east of the westerly boundary of Alaska, as defined in the first article of the treaty concluded between the United States and Russia in 1867, by which Alaska was ceded to the United States, and which includes a stretch of sea extending in its widest part some 600 or 700 miles easterly [westerly?] from the main-land of Alaska.

In support of this claim, those authorities are alleged to have interfered with the peaceful and lawful occupation of Canadian citizens on the high seas, to have taken possession of their ships, to have subjected their property to forfeiture, and to have visited upon their persons the indignity of imprisonment.

Such proceedings, if correctly reported, would appear to have been in violation of the admitted principles of international law.

I request that you will, on the receipt of this dispatch, seek an interview with Mr. Bayard, and make him acquainted with the nature of the information which Her Majesty's Government have been furnished respecting this matter, and state to him that they do not doubt that, if on inquiry it should prove to be correct, the Government of the United States will, with their well-known sense of justice, at once admit the illegality of the proceedings resorted to against the British vessels and the British subjects above mentioned, and will cause reasonable reparation to be made for the wrongs to which they have been subjected and for the losses which they have sustained.

Should Mr. Bayard desire it, you are authorized to leave with him a copy of this dispatch.

I am, etc.,

IDDESLEIGH.

No. 4.

Mr. Bayard to Sir L. S. Sackville West.

DEPARTMENT OF STATE,
Washington, November 12, 1886.

SIR: The delay in my reply to your letters of September 27 and October 21, asking for the information in my possession concerning the seizure by the United States revenue-cutter *Corwin*, in the Bering

Sea, of British vessels, for an alleged violation of the laws of the United States in relation to the Alaskan seal fisheries, has been caused by my waiting to receive from the Treasury Department the information you desired. I tender the fact in apology for the delay and as the reason for my silence, and, repeating what I said verbally to you in our conversation this morning, I am still awaiting full and authentic reports of the judicial trial and judgment in the cases of the seizures referred to.

My application to my colleague, the Attorney-General, to procure an authentic report of these proceedings was promptly made, and the delay in furnishing the report doubtless has arisen from the remoteness of the place of trial.

So soon as I am enabled I will convey to you the facts as ascertained in the trial and the rulings of law as applied by the court.

I take leave also to acknowledge your communication of the 21st of October, informing me that you had been instructed by the Earl of Iddesleigh, Her Majesty's principal secretary of state for foreign affairs, to protest against the seizure of the vessels above referred to, and to reserve all rights of compensation.

All of which shall receive respectful consideration.

I have, etc.,

T. F. BAYARD.

No. 5.

Sir L. S. Sackville West to Mr. Bayard.

WASHINGTON, *December 7, 1886.* (Received December 8.)

SIR: Referring to your note of the 12th instant [ultimo?] on the subject of the seizure of British vessels in the Bering Sea, and promising to convey to me as soon as possible the facts as ascertained in the trial and the rulings of law as applied by the court, I have the honor to state that vessels are now, as usual, equipping in British Columbia for fishing in that sea. The Canadian Government, therefore, in the absence of information, are desirous of ascertaining whether such vessels fishing in the open sea and beyond the territorial waters of Alaska would be exposed to seizure, and Her Majesty's Government at the same time would be glad if some assurance would be given that, pending the settlement of the question, no such seizures of British vessels will be made in Bering Sea.

I have, etc.,

L. S. SACKVILLE WEST.

No. 6.

Sir L. S. Sackville West to Mr. Bayard.

WASHINGTON, *January 9, 1887.* (Received January 10.)

SIR: I have the honor to inform you that I have received instructions from the Earl of Iddesleigh, Her Majesty's principal secretary of state for foreign affairs, again to bring to your notice the grave repre-

sentations made by Her Majesty's Government respecting the seizure of the British vessels *Carolena*, *Onward*, and *Thornton* in Bering Sea by the United States cruiser *Corwin*, to which no reply has as yet been received.

On the 27th of September last I had the honor to address to you a note, in which I stated that Her Majesty's Government requested to be furnished with any particulars which the United States Government might possess relative to this occurrence.

On the 21st of October last I had the honor to inform you that I was instructed by the Earl of Iddesleigh to protest in the name of Her Majesty's Government against such seizures, and to reserve all rights to compensation.

In a note dated the 12th of November last you were good enough to explain the delay which had occurred in answering these communications, and on the same day I had the honor to communicate to you a dispatch from the Earl of Iddesleigh, a copy of which, at your request, I placed in your hands.

On the 7th ultimo I again had the honor to address you, stating that vessels were equipping in British Columbia for fishing in Bering Sea, and that the Canadian Government were desirous of ascertaining whether such vessels fishing in the open sea and beyond the territorial waters of Alaska would be exposed to seizure, and that Her Majesty's Government would be glad if some assurance could be given that pending the settlement of the questions no such seizures of British vessels would be made in Bering Sea.

The vessels in question were seized at a distance of more than 60 miles from the nearest land at the time of their seizure. The master of the *Thornton* was sentenced to imprisonment for thirty days, and to pay a fine of \$500, and there is reason to believe that the masters of the *Onward* and *Carolena* have been sentenced to similar penalties.

In support of this claim to jurisdiction over a stretch of sea extending in its widest part some 600 or 700 miles from the mainland, advanced by the judge in his charge to the jury, the authorities are alleged to have interfered with the peaceable and lawful occupation of Canadian citizens on the high seas; to have subjected their property to forfeiture and to have visited upon their persons the indignity of imprisonment. Such proceedings therefore, if correctly reported, appear to have been in violation of the admitted principles of international law.

Under these circumstances Her Majesty's Government do not hesitate to express their concern at not having received any reply to their representations, nor do they wish to conceal the grave nature which the case has thus assumed, and to which I am now instructed to call your immediate and most serious attention. It is unnecessary for me to allude further to the information with which Her Majesty's Government have been furnished respecting these seizures of British vessels in the open seas, and which for some time past has been in the possession of the United States Government, because Her Majesty's Government do not doubt that if, on inquiry, it should prove to be correct, the Government of the United States will, with their well-known sense of justice, admit the illegality of the proceedings resorted to against the British vessels and the British subjects above mentioned, and will cause reasonable reparation to be made for the wrongs to which they have been subjected and for the losses which they have sustained.

In conclusion, I have the honor again to refer to your note of the 12th of November last, and to what you said verbally to me on the same

day, and to express the hope that the cause of the delay complained of in answering the representations of Her Majesty's Government on this grave and important matter may be speedily removed.

I have, etc.,

L. S. SACKVILLE WEST

No. 7.

Mr. Bayard to Sir L. S. Sackville West.

DEPARTMENT OF STATE,
Washington, January 12, 1887.

SIR: Your note of the 9th instant was received by me on the next day, and I regret exceedingly that, although my efforts have been diligently made to procure from Alaska the authenticated copies of the judicial proceedings in the cases of the British vessels *Carolena*, *Onward*, and *Thornton*, to which you refer, I should not have been able to obtain them in time to have made the urgent and renewed application of the Earl of Iddesleigh superfluous.

The pressing nature of your note constrains me to inform you that on September 27 last, when I received my first intimation from you that any question was possible as to the validity of the judicial proceedings referred to, I lost no time in requesting my colleague, the Attorney-General, in whose Department the case is, to procure for me such authentic information as would enable me to make full response to your application.

From week to week I have been awaiting the arrival of the papers, and to-day, at my request, the Attorney-General has telegraphed to Portland, Oregon, the nearest telegraph station to Sitka, in Alaska, in order to expedite the furnishing of the desired papers.

You will understand that my wish to meet the questions involved in the instructions you have received from your Government is averred, and that the delay has been enforced by the absence of requisite information as to the facts.

The distance of the vessels from any land or the circumstances attendant upon their seizure are unknown to me save by the statements in your last note, and it is essential that such facts should be devoid of all uncertainty.

Of whatever information may be in the possession of Her Majesty's Government I have, of course, no knowledge or means of knowledge, but this Department of the Government of the United States has not yet been placed in possession of that accurate information which would justify its decision in a question which you are certainly warranted in considering to be of grave importance.

I shall diligently endeavor to procure the best evidence possible of the matters inquired of, and will make due response thereupon when the opportunity of decision is afforded to me.

You require no assurance that no avoidance of our international obligations need be apprehended.

I have, etc.,

T. F. BAYARD.

No. 8.

*Sir L. S. Sackville West to Mr. Bayard.*BRITISH LEGATION,
Washington, February 1, 1887. (Received February 2.)

SIR: With reference to your note of the 12th ultimo, I have the honor to inform you that under date of the 27th ultimo the Marquis of Salisbury instructs me to inquire whether the information and papers relative to the seizure of the British schooners *Carolena*, *Onward*, and *Thorn-ton* have reached the United States Government.

I have, etc.,

L. S. SACKVILLE WEST.

No. 9.

*Mr. Bayard to Sir L. S. Sackville West.*DEPARTMENT OF STATE,
Washington, February 3, 1887.

SIR: I beg to acknowledge your note of yesterday's date, received to-day.

Upon its receipt I made instant application to my colleague, the Attorney-General, in relation to the record of the judicial proceedings in the cases of the three British vessels arrested in August last in Bering Sea for violation of the United States laws regulating the Alaskan seal fisheries.

I am informed that the documents in question left Sitka on the 26th of January, and may be expected to arrive at Port Townsend, in Washington Territory, about the 7th instant, so that the papers, in the usual course of mail, should be received by me within a fortnight.

In this connection I take occasion to inform you that, without conclusion at this time of any questions which may be found to be involved in these cases of seizure, orders have been issued by the President's direction for the discontinuance of all pending proceedings, the discharge of the vessels referred to, and the release of all persons under arrest in connection therewith.

I have, etc.,

T. F. BAYARD.

No. 10.

*Sir L. S. Sackville West to Mr. Bayard*WASHINGTON, *February 4, 1887. (Received February 5.)*

SIR: I have the honor to acknowledge the receipt of your note of the 3d instant, informing me that without conclusion at this time of any questions which may be found to be involved in the cases of seizure of British vessels in Bering Sea, orders have been issued, by the President's direction, for the discontinuance of all pending proceedings, the discharge of the vessels referred to, and the release of all persons under arrest in connection therewith.

I have, etc.,

L. S. SACKVILLE WEST.

No. 11.

Sir L. S. Sackville West to Mr. Bayard.

WASHINGTON, April 4, 1887. (Received April 4.)

SIR: In view of the approaching fishing season in Bering Sea and the fitting out of vessels for fishing operations in those waters, Her Majesty's Government have requested me to inquire whether the owners of such vessels may rely on being unmolested by the cruisers of the United States when not near land.

Her Majesty's Government also desires to know whether the documents referred to in your note of the 3d of February last connected with the seizure of certain British vessels beyond the three-mile limit and legal proceedings connected therewith have been received. And I have the honor therefore to request you to be good enough to enable me to reply to these inquiries on the part of Her Majesty's Government with as little delay as possible.

I have, etc.,

L. S. SACKVILLE WEST.

No. 12.

Mr. Bayard to Sir L. S. Sackville West.

DEPARTMENT OF STATE,
Washington, April 12, 1887.

SIR: I have the honor to acknowledge your note of the 4th instant relative to the fisheries in Bering Sea, and inquiring whether the documents referred to in my note of February 3, relating to the cases of seizure in those waters of vessels charged with violating the laws of the United States regulating the killing of fur seals, had been received.

The records of the judicial proceedings in the cases in the district court in Alaska referred to, were only received at this Department on Saturday last, and are now under examination.

The remoteness of the scene of the fur-seal fisheries and the special peculiarities of that industry have unavoidably delayed the Treasury officials in framing appropriate regulations and issuing orders to United States vessels to police the Alaskan waters for the protection of the fur-seals from indiscriminate slaughter and consequent speedy extermination.

The laws of the United States in this behalf are contained in the Revised Statutes relating to Alaska, in sections 1956-1971, and have been in force for upwards of seventeen years; and prior to the seizures of last summer but a single infraction is known to have occurred, and that was promptly punished.

The question of instructions to Government vessels in regard to preventing the indiscriminate killing of fur-seals is now being considered, and I will inform you at the earliest day possible what has been decided, so that British and other vessels visiting the waters in question can govern themselves accordingly.

I have, etc.,

T. F. BAYARD.

[Annex.]

TITLE XXIII.—THE TERRITORIES.

REVISED STATUTES RELATING TO ALASKA.

CHAPTER III.—*Provisions relating to the unorganized Territory of Alaska.*

Sec.	Sec.
1954. Customs, etc., laws extended to Alaska.	1965. Who may lease.
1955. Importation of fire-arms and distilled spirits may be prohibited.	1966. Covenants in lease.
1956. Killing of fur-bearing animals prohibited.	1967. Penalty.
1957. What courts to have jurisdiction of offenses.	1968. Penalty upon leases.
1958. Remission of fines, etc.	1969. Tax upon seal skins.
1959. St. Paul and St. George Islands declared special reservations.	1970. Lease may be terminated.
1960. Killing of seal upon them prohibited except in certain months.	1971. Lessees to furnish copies to masters of their vessels.
1961. Killing of certain seal prohibited.	1972. Certain sections may be altered.
1962. Limit to number of seals to be killed.	1973. Agents and assistants to manage seal fisheries.
1963. Right to take seal may be leased.	1974. Their pay, etc.
1964. Bond.	1975. Not to be interested in right to take seals.
	1976. Agents may administer certain oaths and take testimony.

SEC. 1954. The laws of the United States relating to customs, commerce, and navigation, are extended to and over all the main-land, islands, and waters of the Territory ceded to the United States by the Emperor of Russia by treaty concluded at Washington on the thirtieth day of March, A. D. one thousand eight hundred and sixty-seven, so far as the same may be applicable thereto.

SEC. 1955. The President shall have the power to restrict and regulate or to prohibit the importation and use of fire-arms, ammunition, and distilled spirits, into and within the Territory of Alaska; the exportation of the same from any other port or place in the United States, when destined to any port or place in that Territory, and all such arms, ammunition, and distilled spirits, exported or attempted to be exported from any port or place in the United States and destined for such Territory, in violation of any regulations that may be prescribed under this section, and all such arms, ammunition, and distilled spirits, landed or attempted to be landed or used at any port or place in the Territory, in violation of such regulations, shall be forfeited; and if the value of the same exceeds four hundred dollars the vessel upon which the same is found, or from which they have been landed, together with her tackle, apparel and furniture, and cargo, shall be forfeited; and any person willfully violating such regulations shall be fined not more than five hundred dollars, or imprisoned not more than six months. Bonds may be required for a faithful observance of such regulations from the master or owners of any vessel departing from any port in the United States having on board fire-arms, ammunition, or distilled spirits, when such vessel is destined to any place in the Territory, or if not so destined, when there is reasonable ground of suspicion that such articles are intended to be laded therein in violation of law; and similar bonds may also be required on the landing of any such articles in the Territory from the person to whom the same may be consigned.

SEC. 1956. No person shall kill any otter, mink, marten, sable, or fur-seal, or other fur-bearing animal within the limits of Alaska Territory, or in the waters thereof; and every person guilty thereof shall, for each offense, be fined not less than two hundred dollars nor more than one thousand dollars, or imprisonment not more than six months, or both; and all vessels, their tackle, apparel, furniture, and cargo, found engaged in violation of this section shall be forfeited. But the Secretary of the Treasury shall have power to authorize the killing of any such mink, marten, sable, or other fur-bearing animal, except fur-seals, under such regulations as he may prescribe; and it shall be the duty of the Secretary to prevent the killing of any fur-seal and to provide for the execution of the provisions of this section until it is otherwise provided by law; nor shall he grant any special privileges under this section.

SEC. 1957. Until otherwise provided by law, all violations of this chapter and of the several laws hereby extended to the Territory of Alaska and the waters thereof committed within limits of the same, shall be prosecuted in any district court of the United States in California or Oregon, or in the district courts of Washington; and the collector and deputy collectors appointed for Alaska Territory, and any person authorized in writing by either of them, or by the Secretary of the Treasury, shall have power to arrest persons and seize vessels and merchandise liable to fines, penalties, or forfeitures under this and the other laws extended over the Territory, and to keep and deliver the same to the marshal of some one of such courts; and such courts shall have original jurisdiction, and may take cognizance of all cases arising under this act and the several laws hereby extended over the Territory, and shall proceed therein in the same manner and with the like effect as if such cases had arisen within the district or territory where the proceedings are brought.

SEC. 1958. In all cases of fine, penalty or forfeiture embraced in the act approved the third March, one thousand seven hundred and ninety-seven, chapter thirteen, or mentioned in any act in addition to or amendatory of such act, that have occurred or may occur in the collection district of Alaska, the Secretary of the Treasury is authorized, if, in his opinion, the fine, penalty or forfeiture was incurred without willful negligence or intention of fraud, to ascertain the facts in such manner and under such regulations as he may deem proper without regard to the provisions of the act above referred to, and upon the facts so to be ascertained he may exercise all the power of remission conferred upon him by that act, as fully as he might have done had such facts been ascertained under and according to the provisions of that act.

SEC. 1959. The islands of Saint Paul and Saint George, in Alaska, are declared a special reservation for Government purposes; and until otherwise provided by law it shall be unlawful for any person to land or remain on either of those islands, except by the authority of the Secretary of the Treasury; and any person found on either of those islands, contrary to the provisions hereof, shall be summarily removed; and it shall be the duty of the Secretary of War to carry this section into effect.

SEC. 1960. It shall be unlawful to kill any fur-seal upon the islands of Saint Paul and Saint George, or in the waters adjacent thereto except during the months of June, July, September, and October in each year; and it shall be unlawful to kill such seals at any time by the use of fire-arms, or by other means tending to drive the seals away from those islands, but the natives of the islands shall have the privilege of killing such young seals as may be necessary for their own food and clothing during other months, and also such old seals as may be required for their own clothing and for the manufacture of boats for their own use; and the killing in such cases shall be limited and controlled by such regulations as may be prescribed by the Secretary of the Treasury.

SEC. 1961. It shall be unlawful to kill any female seal, or any seal less than one year old, at any season of the year, except as above provided; and it shall also be unlawful to kill any seal in the waters adjacent to the islands of Saint Paul and Saint George, or on the beaches, cliffs, or rocks where they haul up from the sea to remain; and every person who violates the provisions of this or the preceding section shall be punished for each offense by a fine of not less than two hundred dollars nor more than one thousand dollars, or by imprisonment not more than six months, or by both such fine and imprisonment; and all vessels, their tackle, apparel, and furniture, whose crews are found engaged in the violation of either this or the preceding section, shall be forfeited to the United States.

SEC. 1962. For the period of twenty years from the first July, one thousand eight hundred and seventy, the number of fur seals which may be killed for their skins upon the island of Saint Paul is limited to seventy-five thousand per annum; and the number of fur-seals which may be killed for their skins upon the island of Saint George is limited to twenty-five thousand per annum; but the Secretary of the Treasury may limit the right of killing, if it becomes necessary for the preservation of such seals, with such proportionate reduction of the rents reserved to the Government as may be proper; and every person who knowingly violates either of the provisions of this section shall be punished as provided in the preceding section.

SEC. 1963. When the lease heretofore made by the Secretary of the Treasury to "The Alaska Commercial Company" of the right to engage in taking fur-seals on the islands of Saint Paul and Saint George, pursuant to the act of the first July, chapter one hundred and eighty-nine, or when any future similar lease expires, or is surrendered, forfeited, or terminated, the Secretary shall lease to proper and responsible parties, for the best advantage of the United States, having due regard to the interests of the Government, the native inhabitants, their comfort, maintenance, and education, as well as to the interests of the parties heretofore engaged in trade and the protection of the fisheries, the right of taking fur-seals on the islands herein named, and of sending a vessel or vessels to the islands for the skins of such seals, for the term of twenty years, at an annual rental of not less than fifty thousand dollars, to be reserved in such lease and secured by a deposit of United States bonds to that amount; and every such lease shall be duly executed in duplicate, and shall not be transferable.

SEC. 1964. The Secretary of the Treasury shall take from the lessees of such islands in all cases a bond, with securities, in a sum not less than five hundred thousand dollars, conditioned for the faithful observance of all the laws and requirements of Congress, and the regulations of the Secretary of the Treasury touching the taking of fur-seals and the disposing of the same, and for the payment of all taxes and dues accruing to the United States connected therewith.

SEC. 1965. No persons other than American citizens shall be permitted, by lease or otherwise, to occupy the islands of Saint Paul and Saint George, or either of them, for the purpose of taking the skins of fur-seals therefrom, nor shall any foreign vessels be engaged in taking such skins; and the Secretary of the Treasury shall vacate and declare any lease forfeited if the same be held or operated for the use, benefit or advantage, directly or indirectly, of any persons other than American citizens.

SEC. 1966. Every lease shall contain a covenant on the part of the lessee that he will not keep, sell, furnish, give or dispose of any distilled spirits or spirituous liquors on either of those islands to any of the natives thereof, such person not being a physician and furnishing the same for use as medicine; and every revenue officer, officially acting as such on either of the islands, shall seize and destroy any distilled or spirituous liquors found thereon; but such officer shall make detailed reports of his doings in that matter to the collector of the port.

SEC. 1967. Every person who kills any fur seal on either of those islands, or in the waters adjacent thereto, without authority of the lessees thereof, and every person who molests, disturbs, or interferes with the lessees, or either of them, or their agents or employes, in the lawful prosecution of their business, under the provisions of this chapter, shall for each offense be punished as prescribed in section 1961; and all vessels, their tackle, apparel, appurtenances, and cargo, whose crews are found engaged in any violation of the provisions of sections 1965 to 1868, inclusive, shall be forfeited to the United States.

SEC. 1968. If any person or company, under any lease herein authorized, knowingly kills, or permits to be killed, any number of seals exceeding the number for each island in this chapter prescribed, such person or company shall, in addition to the penalties and forfeitures herein provided, forfeit the whole number of the skins of seals killed in that year, or, in case the same have been disposed of, then such person or company shall forfeit the value of the same.

SEC. 1969. In addition to the annual rental required to be reserved in every lease, as provided in section nineteen hundred and sixty-three, a revenue tax or duty of two dollars is laid upon each fur-seal skin taken and shipped from the islands of Saint Paul and Saint George during the continuance of any lease, to be paid into the Treasury of the United States; and the Secretary of the Treasury is empowered to make all needful regulations for the collection and payment of the same, and to secure the comfort, maintenance, education, and protection of the natives of those islands, and also to carry into full effect all the provisions of this chapter except as otherwise prescribed.

SEC. 1970. The Secretary of the Treasury may terminate any lease given to any person, company, or corporation on full and satisfactory proof of the violation of any of the provisions of this chapter or the regulations established by him.

SEC. 1971. The lessees shall furnish to the several masters of vessels employed by them certified copies of the lease held by them respectively, which shall be presented to the Government revenue officer for the time being who may be in charge at the islands as the authority of the party for landing and taking skins.

SEC. 1972. Congress may at any time hereafter alter, amend, or repeal sections from nineteen hundred and sixty to nineteen hundred and seventy-one, both inclusive, of this chapter.

SEC. 1973. The Secretary of the Treasury is authorized to appoint one agent and three assistant agents, who shall be charged with the management of the seal fisheries in Alaska, and the performance of such other duties as may be assigned to them by the Secretary of the Treasury.

SEC. 1974. The agent shall receive the sum of ten dollars each day, one assistant agent the sum of eight dollars each day, and two assistant agents the sum of six dollars each day while so employed; and they shall also be allowed their necessary traveling expenses in going to and returning from Alaska, for which expenses vouchers shall be presented to the proper accounting officers of the Treasury, and such expenses shall not exceed in the aggregate six hundred dollars each in any one year.

SEC. 1975. Such agents shall never be interested, directly or indirectly, in any lease of the right to take seals, nor in any proceeds or profits thereof, either as owner, agent, partner, or otherwise.

SEC. 1976. Such agents are empowered to administer oaths in all cases relating to the service of the United States, and to take testimony in Alaska for the use of the Government in any matter concerning the public revenues.

No. 13.

Sir L. S. Sackville West to Mr. Bayard.

WASHINGTON, July 8, 1887. (Received July 9.)

SIR: With reference to your note of the 12th April, stating that the records of the judicial proceedings in the cases of the British vessels seized in the Bering Sea had been received, I have the honor to inform

you that the Marquis of Salisbury has instructed me to request you to be good enough to furnish me with a copy of the same for the information of Her Majesty's Government.

I have, etc.,

L. S. SACKVILLE WEST.

No. 14.

Mr. Bayard to Sir L. S. Sackville West.

DEPARTMENT OF STATE,
Washington, July 11, 1887.

SIR: Complying with the request contained in your note of the 8th instant, conveyed to me under the instructions of your Government, I have the honor to inclose you two printed copies of the judicial proceedings in the United States district court for the District of Alaska in the several cases of libel against the schooners *Onward*, *Carolena*, and *Thornton*, for killing fur seals in Alaskan waters.

Accept, etc.,

T. F. BAYARD.

[Enclosure.]

Transcript of record in the case of the schooner Carolena.

The United States, libellant, *vs.* The Schooner *Carolena*, her tackle, etc. On libel of information for being engaged in the business of killing fur seal in Alaska.

On the 28th day of August, 1886, was filed the following libel of information.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF ALASKA,
AUGUST SPECIAL TERM, 1886.

To the honorable LAFAYETTE DAWSON,
Judge of said District Court:

The libel of information of M. D. Ball, attorney for the United States for the district of Alaska, who prosecutes on behalf of said United States, and being present here in court in his proper person, in the name and on behalf of the said United States, against the schooner *Carolena*, her tackle, apparel, boats, cargo, and furniture and against all persons intervening for their interest therein, in a cause of forfeiture, alleges and informs as follows:

That Charles A. Abbey, an officer in the Revenue Marine Service of the United States, and on special duty in the waters of the District of Alaska, heretofore, to wit, on the first day of August, 1886, within the limits of Alaska Territory and in the waters thereof, and within the civil and judicial district of Alaska, to wit in the waters of that portion of Bering's Sea belonging to said district, on waters navigable from the sea by vessels of ten or more tons burden, seized the ship or vessel commonly called a schooner, the *Carolena*, her tackle, apparel, boats, cargo, and furniture, being the property of some person or persons to said attorney unknown, as forfeited to the use of the United States, for the following causes:

That the said vessel was found engaged in killing fur seal within the limits of Alaska Territory and in the waters thereof in violation of section 1956 of the Revised Statutes of the United States.

And the said attorney saith that all and singular the premises are and were true and within the admiralty and maritime jurisdiction of this court, and that by reason thereof, and by force of the statutes of the United States in such cases made and provided, the aforementioned and described schooner or vessel, being a vessel of over

twenty tons burden, her tackle, apparel, boats, cargo, and furniture, became and are forfeited to the use of the said United States, and that said schooner is now within the district aforesaid.

Wherefore the said attorney prays that the usual process and monition of this honorable court issue in this behalf, and that all persons interested in the beforementioned and described schooner or vessel may be cited in general and special to answer the premises, and all due proceedings being had, that the said schooner or vessel, her tackle, apparel, boats, cargo, and furniture, may, for the causes aforesaid and others appearing, be condemned by the definite sentence and decree of this honorable court, as forfeited to the use of the United States, according to the form of the statutes of the said United States in such case made and provided.

M. D. BALL,
U. S. Dist. Attorney for the Dist. of Alaska.

Thereupon issued forthwith the following monition :

DISTRICT OF ALASKA, SCT.

The President of the United States to the Marshal of the District of Alaska, greeting :

Whereas a libel of information hath been filed in the district court of the United States for the District of Alaska on the 28th day of August, in the year 1886, by M. D. Ball, United States attorney for the District aforesaid, on behalf of the United States of America, against the schooner *Carolena*, her tackle, apparel, boats, cargo, and furniture, as forfeited to the use of the United States for the reasons and causes in the said libel of information mentioned, and praying the usual process and monition of the said court in that behalf to be made, and that all persons interested in the said schooner *Carolena*, her tackle, apparel, boats, cargo, and furniture, etc., may be cited in general and special to answer the premises, and, all proceedings being had, that the said schooner *Carolena*, her tackle, apparel, boats, cargo, and furniture, may, for the causes in the said libel of information mentioned, be condemned as forfeited to the use of the United States.

You are therefore hereby commanded to attach the said schooner *Carolena*, her tackle, apparel, boats, cargo, and furniture, to detain the same in your custody until the further order of the court respecting the same, and to give notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned and sold pursuant to the prayer of the said libel of information, that they be and appear before the said court to be held in and for the district of Alaska, on the 4th day of October, 1886, at 10 o'clock in the forenoon of the same day, if the same shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to interpose a claim for the same and to make their allegations in that behalf.

And what you shall have done in the premises do you then and there make return thereof together with this writ.

Witness the honorable Lafayette Dawson, judge of said court, and the seal thereof affixed at the city of Sitka in the district of Alaska, this 28th day of August, in the year of our Lord one thousand eight hundred and eighty six and of the Independence of the United States the one hundred and eleventh.

[SEAL.]

ANDREW T. LEWIS,
Clerk.

On the 6th day of September, 1886, was filed the following affidavit:

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA,
UNITED STATES OF AMERICA.

The United States of America vs. The Schooner Carolena.

UNITED STATES OF AMERICA, *District of Alaska*, ss :

C. A. Abbey, being duly sworn, deposes and says:

That he is, and at all times herein mentioned was, a captain in the United States Revenue Marine, and in command of the United States revenue cutter *Corwin*.

That affiant and the following-named officers and men of said *Corwin* are material and necessary witnesses for the United States in the above-entitled action, to wit: J. C. Cantwell, lieutenant; Thos. Singleton, seaman; J. U. Rhodes, lieutenant; T. Lorensen, seaman; and J. H. Douglass, pilot.

That owing to scarcity of provisions and fuel upon said *Corwin*, the said *Corwin* and deponent and said witnesses will be obliged to and are about to go to sea within five days, and out of the district in which the said case is to be tried, and to a greater

distance than one hundred miles from the place of trial of said action before the time of said trial.

That there is urgent necessity for taking the depositions of affiant and said witnesses forthwith.

That James Blake was the mate of said schooner at the time of its seizure, and is the only person or officer of said schooner now within the jurisdiction of this court, or upon whom service of notice can be made as affiant is informed and believes.

C. A. ABBEY.

Subscribed and sworn to before me this 6th day of September, 1886.

ANDREW T. LEWIS,
Clerk.

On the same day was entered the following order:

In the matter of the United States vs. Schooner Thornton, case No. 50; schooner Carolena, case No. 51; schooner Onward, case No. 49; schooner San Diego, case No. 52.

In the above-entitled actions urgent necessity and good cause appearing therefor from the affidavits of C. A. Abbey, now, on motion of M. D. Ball, United States district attorney for Alaska, and counsel for the United States herein, it is ordered that the depositions of the witnesses C. A. Abbey, J. W. Howison, J. C. Cantwell, J. U. Rhodes, J. H. Douglass, C. T. Winslow, Albert Leaf, C. Wilhelm, Thos. Singleton, and T. Lorensen be taken before the clerk of the said district court on Tuesday, the 7th day of September, 1886, at 7 o'clock p. m., or as soon thereafter as the matter can be reached at the office of said clerk at Sitka, Alaska, and if not completed on said evening, then the taking of said depositions to be continued by said clerk, from time to time until completed. That notice of the time and place of taking said depositions be served by the marshal of said district on Hans Guttormsen, James Blake, Daniel Munroe, and Charles E. Raynor, and upon W. Clark, esq., attorney-at-law, on or before September 7th at 12 m., and that such shall be due and sufficient and reasonable notice of the taking of said depositions.

Done in open court this 6th day of September, 1886. Now at this time W. Clark, esq., being present in court, waives service of notice.

On the 7th day of September, 1886, was filed the following notice and return thereof:

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA, UNITED STATES OF AMERICA.

The United States vs. The schooner Carolena.

To James Blake greeting: You are notified that by order of Lafayette Dawson, judge of said district court, that the depositions of C. A. Abbey, J. C. Cantwell, J. U. Rhodes, and J. H. Douglass will be taken before the clerk of said district court at his office at Sitka in said district on Tuesday, September 7th, 1886, at 7 o'clock p. m., or as soon thereafter as the matter can be reached, and if not completed on said evening, the taking of said depositions will be continued by said clerk from time to time until completed.

Dated September 7th, 1886.

ANDREW T. LEWIS,
Clerk.

UNITED STATES OF AMERICA, *District of Alaska, ss:*

This is to certify that on the 7th day of September, 1886, before 12 o'clock noon of that day, I served the annexed notice on the within-named James Blake, at Sitka, district of Alaska, by then and there personally delivering to said James Blake a copy of said notice. And then and there gave him the privilege of being present at the taking of said depositions.

Dated September 9th, 1886.

BARTON ATKINS,
U. S. Marshal.

On the 9th day of September, 1886, were filed the following depositions:

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA, UNITED STATES OF AMERICA.

The United States of America vs. The schooner Carolena. No. 51.

Deposition of witnesses sworn and examined before me on the 7th day of September, A. D. 1886, at 7 o'clock p. m. of said day, and on September 8th and 9th, 1886, there, after, at the clerk's office of said court in Sitka, district of Alaska, United States of

America, by virtue and in pursuance of the order of said court, made and entered in the above-entitled action on September 6th, 1886, directing that the testimony and depositions of said witnesses be taken before me at said first mentioned time and place and at such subsequent times as the taking of the same might be continued to by me, in said action then and there pending in said district court between the United States as plaintiff and the schooner *Carolena* as defendant, on behalf of and at the instance of the said plaintiff, the United States, and upon notice of the time and place of taking of said depositions, served upon James Blake, the mate of said schooner, he being the only officer of said schooner upon whom service could be made, and upon W. Clark, esq., his attorney, the owners of said schooner being unknown and without the jurisdiction of this court.

Captain C. A. Abbey, being duly sworn, deposes and says:

Q. State your name and occupation.—A. Captain C. A. Abbey, in the United States Revenue Marine Service, at present in command of the U. S. Revenue steamer *Corwin* on special duty in Alaskan waters, for the protection of the seal islands and of the Government interests in Alaska generally.

Q. What were you doing and what occurred on the 1st of August last in the line of your duty?—A. Cruising in Berings Sea about 75 miles south-southeast from St. George's Island, and I found the British schooner *Carolena* of Victoria, B. C., drifting with sails down. Her boats were absent and she was evidently a sealer. I saw dead seal lying upon her forward deck; inquired of the schooner in which direction her boats were.

I then ordered her to be seized by Lieut. Cantwell for killing fur seal in the waters of Alaska, took her in tow, and proceeded to hunt up her boats, all four of which I found with freshly-killed fur seal in them, arms, ammunition, and hunters, some of whom I saw shooting at the seal in the water. These boats all went on board the *Carolena*. On this evidence I caused the vessel to be seized by Lieut. Cantwell. I took her in tow and proceeded with her to Ounalaska where I placed the vessel, tackle, cargo, furniture, and appurtenances in charge of Deputy U. S. Marshal Isaac Anderson, of Ounalaska; the cargo of fur seal skins being stored in "Kench," in one of the warehouses of the Alaska Commercial Company and under seal. The arms and ammunition of this vessel I took on board the *Corwin* and brought to Sitka and delivered into the custody of the U. S. marshal there.

The vessel, tackle, furniture, and cargo are now in the custody of the U. S. marshal of this district.

Q. Was this the vessel against which this libel of information is filed?—A. It is.

Q. Did all this occur within the waters of Alaska and the Territory of Alaska, and within the jurisdiction of this court?—A. It did.

Q. Did this occur within the waters of the sea navigable for vessels of ten (10) tons burden or over?—A. It did.

C. A. ABBEY.

Subscribed and sworn to before me this 9th day of September, A. D. 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,
Clerk.

Lieutenant John C. Cantwell, being duly sworn, deposes and says:

Q. State your name, occupation, and age?—A. John C. Cantwell, third lieutenant, U. S. Marine Service, at present on duty on the U. S. Revenue steamer *Corwin*, and over the age of twenty-one years.

Q. Were you so on the 1st day of August last?—A. I was.

Q. State what occurred on that day in the line of your duty.—A. A schooner was sighted from the *Corwin* and I was directed by Capt. Abbey to board her. I found her to be the schooner *Carolena*, of Victoria, B. C., James Ogilvie, captain, and James Blake, mate. I saw dead seal upon her deck, and the captain admitted that he was engaged in taking seal, and that four of the schooner's boats were at the time absent from the vessel engaged in killing seals. I signaled this fact to Capt. Abbey and he directed me to seize the vessel, which I did, and the *Corwin* took us in tow.

Q. Do you recognize these papers?—A. I do. This paper marked (Ex. I) is the certificate of registry of the schooner *Carolena*, of Victoria, B. C. (Said certificate is dated March 21st, 1870, and represents said schooner as of 3,190 tons burden, and owned by Francis Armstrong, at Victoria, B. C.) This paper marked (Ex. J) is the bill of health of said schooner. (Said bill of health is dated at Victoria, B. C., May 19th, 1886, and represents said schooner *Carolena* as then ready to depart for Behring Sea and Okhotsk Sea and other places beyond the sea, with James Ogilvie, master, and eleven persons, including said master.) This paper marked (Ex. K) is the coasting license of said schooner. (Said license is in the usual form, to James Ogilvie, master of the schooner *Carolena*, dated at Victoria, B. C., Feb. 16th, 1886, and in terms expires on the 30th day of June, 1886.) This paper marked (Ex. L) is the clearance of said schooner. (Said clearance is for said schooner as of 3,190 tons, navigated with eleven men, James

Ogilvie, master, bound for Pacific Ocean, Behring Sea, and Okhotsk Sea, on a fishing and hunting voyage, and is dated at Victoria, B. C., May 19th, 1886.) All of which papers were found on board the Carolena at the time of seizure and taken possession of by me.

Q State how many men the *Carolena* had on board as crew when seized.—A. Thirteen or fourteen.

Q. State whether this is a reasonable number of men for ordinary purposes of commerce and navigation.—A. It is an unusually large number for that purpose on a vessel of that size.

JOHN C. CANTWELL,
3d Lieut. U. S. R. M.

Subscribed and sworn to before me this 9th day of September, A. D. 1886, after having been read over by me to deponent.

[SEAL.]

ANDREW T. LEWIS,
Clerk U. S. Dist. Court.

John U. Rhodes, being duly sworn, deposes and says:

Q. State your name, age, and occupation.—A. John U. Rhodes, Lieut. U. S. Revenue Marine, and at present on duty on the U. S. revenue steamer *Corwin*, and over the age of 21 years.

Q. State what arms and ammunition were seized on the schooner *Carolena* at the time of her seizure.—A. 4 rifles, 1 musket, 5 shotguns, 171 shotgun cartridges, 353 rifle cartridges, 14½ bags buck-shot, ½ bag of bullets, 40 bags of wads, 21 boxes wads, 13 boxes primers, 1½ boxes of caps, 91 lbs. powder.

Q. Were there any nautical instruments seized on the *Carolena* except what is included in the general inventory?—A. 1 octant, 1 quadrant.

Q. What has become of this property?—A. It has all been delivered to the U. S. Marshal at Sitka, and is now in his custody.

JOHN U. RHODES.

Subscribed and sworn to before me this 9th day of September, A. D. 1886, after having been read over by me to deponent.

[SEAL.]

ANDREW T. LEWIS,
Clerk U. S. Dist. Court.

J. H. Douglass being duly sworn deposes and says:

Q. State your name, age, and occupation.—A. J. H. Douglass; am over the age of 21 years; am a pilot in the revenue-marine service of the U. S., and have been so for 7 years last past. I am now, and on the first of August, 1886, was, pilot on the revenue steamer *Corwin*.

Q. State what experience you have had in the fur-sealing business and your knowledge of the habits of the fur-seal.—A. I have been cruising for more than 15 years off and on in Alaskan waters always as an officer or pilot and have visited the Pribyloff Islands, St. Paul and St. George, several hundred times and am perfectly familiar with the sealing business as conducted on those islands and understand the migrating habits of the fur-seal. From about the 1st of May to about the 1st of July of each year the fur-seal is migrating north through the Unimak and Akutan passes to these islands for breeding purposes. They go to no other place in the known world except these islands and Copper Islands for breeding purposes. After the breeding season of about a month they begin to migrate south, and until into November of each year are migrating south through Behring Sea. During this season from May till November the fur seal are plenty in the waters adjacent to the Pribyloff Islands, and are migrating to and from these islands and are at all times very plenty between Unimak pass and said islands in a track about 30 miles wide which seems to be their highway to and from said islands. The schooner *Carolena* and her boats when seized were directly in this tract. I was present at time of seizure.

J. H. DOUGLASS.

Subscribed and sworn to before me this 9th day of September, A. D. 1886, after having been read over by me to deponent.

[SEAL.]

ANDREW T. LEWIS,
Clerk U. S. Dist. Court.

Thomas Singleton, being duly sworn, deposes and says:

Q. State your name, age, and occupation.—A. Thomas Singleton; am over the age of 21 years; and am a seaman. Was employed on the steamer *Corwin* on the 1st day of August, 1886, when the *Carolena* was seized. I was sent on board the *Carolena*

right after the seizure, and saw a number of dead fur seal on deck and some of them had fur on them. Saw also some fresh fur-seal skins in the boats.

THOMAS SINGLETON.

Subscribed and sworn to before me this 8th day of September, 1886, after having been read over by me to deponent.

[SEAL.]

ANDREW T. LEWIS,
Clerk U. S. Dist. Court.

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA,
UNITED STATES OF AMERICA.

The United States vs. The schooner Carolena. No. 51.

Whereas on the 6th day of December, 1886, the said district court duly made and entered in the journal of said court an order in the above-entitled action, directing that the testimony and depositions of the witnesses, C. A. Abbey, J. C. Cantwell, J. U. Rhodes, J. H. Douglass, and Thomas Singleton, be taken before me, the clerk of said court, at the time or times and place and upon such notices as are specified in said order:

Now, therefore, this is to certify that, in pursuance of said order, on September 7th, 1886, at 7 o'clock p. m., each and all of the above-named witnesses appeared before me at the clerk's office of said court at Sitka, district of Alaska, United States of America; that M. D. Ball, esq., dist. attorney of said court and district, and W. H. Payson, esq., appeared then and there on behalf of and as attorneys and proctors for the United States, the libellant herein; and W. Clark., esq., then and there appeared on behalf of and as attorney and proctor for the said schooner and her owners; and James Blake then and there appeared in pursuance of notice served upon him.

That I was unable to complete the taking of said depositions on said 7th day of September, 1886, and I continued the taking thereof on the 8th and 9th of September, 1886, and completed the same on said last-named day. That the said parties by their said attorneys and proctors then and there appeared and were present on each of said last-named days and at all times during the taking of said depositions. That each of said witnesses was then and there first duly cautioned and sworn by me, that the evidence he should give in said action should be the truth, the whole truth, and nothing but the truth, and thereafter each of said witnesses was then and there examined before me, and I then and there took down the statement and testimony of each of said witnesses, and reduced the same to writing in his presence, and then and there read the same over to him; and he then and there, after the same had been so reduced to writing and read over to him, subscribed the same in my presence, and swore to the truth thereof.

In witness whereof I have hereunto set my hand and the seal of said district court this 9th day of September, 1886.

[SEAL.]

ANDREW T. LEWIS,
Clerk of the U. S. District Court in and for the District of Alaska,
United States of America.

On September 20th, 1886, was filed the following amended libel of information:

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA,
UNITED STATES OF AMERICA. AUGUST SPECIAL TERM, 1886.

To the honorable LAFAYETTE DAWSON,
Judge of said district court:

The amended libel of information of M. D. Ball, attorney for the United States for the district of Alaska, who prosecutes on behalf of said United States and being present here in court in his own proper person, in the name and on behalf of the said United States, alleges and informs as follows, to wit:

That C. A. Abbey, an officer in the revenue marine service of the United States, duly commissioned by the President of the United States, in command of the United States revenue-cutter *Corwin*, and now on special duty in the waters of the district of Alaska, heretofore, to wit, on the 1st day of August, 1886, within the limits of Alaska Territory, and in the waters thereof, and within the civil and judicial district of Alaska, to wit, within the waters of that portion of Behring Sea belonging to the United States and said district, on waters navigable from the sea by vessels of ten or more tons burden, seized the schooner *Carolena*, her tackle, apparel, boats, cargo, and furniture, being the property of some person or persons unknown to said attorney. The said property is more particularly described as follows, to wit:

1 schooner *Carolena*, of Victoria, B. C., 4 canoes, 1 yawl, carpenter's tools, clock, chronometer, nautical instrument, sails and running gear, 2 anchors, ropes, twine,

oars, paddles, rowlocks, &c.; lamps, tanks, provisions, 685 fur seal skins, 12 pup seal skins, 1 hair seal skin, 4 rifles, 5 shotguns, and ammunition for same, and all other property found upon or appurtenant to said schooner.

That said C. A. Abbey was then and there duly commissioned and authorized by the proper department of the United States to make said seizure.

That all of said property was then and there seized as forfeited to the United States for the following causes:

That said vessel, her captain, officers, and crew were then and there found engaged in killing fur seals within the limits of Alaska Territory, and in the waters thereof, in violation of section 1956 of the Revised Statutes of the United States.

That all the said property, after being seized as aforesaid, was brought into the port of Ounalaska, in said Territory, and delivered into the keeping of Isaac Anderson, a deputy U. S. marshal of this district, with the exception of the said arms and ammunition, which latter were brought into the port of Sitka, in said district, and turned over to the U. S. marshal of this district, and all of said property is now within the judicial district of Alaska, United States of America.

And the said M. D. Ball, attorney as aforesaid, further informs and alleges:

That on the 1st day of August, 1886, James Blake and certain other persons whose names are to said U. S. attorney unknown, who were then and there engaged on board of the said schooner *Carolena* under the direction and by the authority of James Ogilvie, then and there master of said schooner, engaged in killing and did kill, in the Territory and district of Alaska, and in the waters thereof, to wit, 20 fur seals, in violation of section 1956 of the Revised Statutes of the United States, in such cases made and provided.

That the said 685 fur-seal skins, 12 pup-seal skins, and 1 hair-seal skin, and other goods so seized on board of said schooner *Carolena* constituted the cargo of said schooner at the time of the killing of said fur seals and at the time of said seizure.

And said attorney saith that all and singular the premises were and are true and within the admiralty and maritime jurisdiction of the United States and of this honorable court, and that by reason thereof, and by force of the statutes in such cases made and provided, the aforementioned schooner, being a vessel of over 20 tons burden, and her said tackle, apparel, boats, cargo, and furniture, became and are forfeited to the use of the United States.

Wherefore the said attorney prays that the usual process and monition of this honorable court issue in this behalf against said schooner and all said hereinbefore described property to enforce the forfeiture thereof, and requiring notice to be given to all persons to appear and show cause, on the return day of said process, why said forfeiture should not be decreed, and that after due proceedings are had, all of said property be adjudged, decreed, and condemned as forfeited to the use of the United States, and for such other relief as may be proper in the premises.

M. D. BALL,

U. S. Dist. Attorney for the District of Alaska.

Dated September 20th, 1886.

On the same day was filed the following claim by proctor for owners:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA. IN ADMIRALTY.

In the matter of the libel of information against the schooner Carolena, her tackle, apparel, furniture, and cargo. Claim by proctor for owners.

And now W. Clark, the duly authorized proctor for Munzie & Co., owners of the property above named, intervening for the interest of the said Munzie & Co., of Victoria, B. C., owners of the said schooner *Carolena*, her tackle, apparel, furniture, and cargo, as set forth in the libel of information herein, appears before this honorable court and makes claim to the said schooner *Carolena*, her tackle, apparel, cargo, and furniture, as set forth in the said libel of information, and as the same are attached by the marshal under process of this court at the instance of M. D. Ball, esq., U. S. dist. attorney for the district of Alaska.

And the said W. Clark, proctor as aforesaid, avers that the said Munzie & Co. were in possession of the said schooner *Carolena* at time of the attachment thereof, and that the said Munzie & Co. above named are the true and *bona-fide* owners of the said schooner *Carolena*, her tackle, apparel, cargo, and furniture, as seized by the marshal as aforesaid, and that no other person is the owner thereof.

Wherefore he prays to defend accordingly.

W. CLARK.

W. CLARK & D. A. DINGLEY,
Proctors for Claimant.

On the same day was filed the following demurrer:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA.

United States vs. Munzie & Co. and schooner "Carolena." Demurrer.

The demurrer of Munzie & Co., claimants of the property proceeded against in the above cause, to the amended information filed herein.

1st. The said claimant by protestation, not confessing all or any of the matters in said amended information contained to be true, demurs thereto and says that the said matters in manner and form, as the same are in said information stated and set forth, are not sufficient in law for the United States to have and maintain their said action for the forfeiture of the property aforesaid.

2d. The said claimants by protestation deny that this court has jurisdiction to determine or try the question hereby put in issue.

3d. And that said claimants are not bound in law to answer the same.

Wherefore the said claimants pray that the said information may be dismissed with costs.

W. CLARK & D. A. DINGLEY,
Proctors for Claimants.

Which was overruled by the court.

On the same day was filed the following answer:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA.

United States vs. Munzie & Co. and schooner "Carolena."—Answer.

The answer of Munzie & Co., owners and claimants of the said schooner *Carolena*, her tackle, apparel, furniture and cargo, as the same are set forth in the information filed herein in behalf of the United States.

And now come Munzie & Co., claimants as aforesaid, and for answer to said information against the said schooner *Carolena*, her tackle, apparel, and cargo as set forth in said information say that the said tackle, apparel, and cargo as set forth in the information mentioned, did not nor did any part thereof become forfeited in manner and form as in said information in that behalf alleged, or at all.

Wherefore the said claimants pray that said information be dismissed with costs to these claimants attached.

W. CLARK & D. A. DINGLEY,
Proctors for Claimants.

On the 22d day of September, 1886, were filed the following exceptions to answer:

UNITED STATES DISTRICT COURT, DISTRICT OF ALASKA, UNITED STATES OF AMERICA.

United States vs. The Schooner Carolena. No. 51.

The said libellant hereby excepts to the sufficiency of the defendants' answer herein, on the following grounds:

1st. Said answer is not properly or at all verified, as required by Rule 27 of the U. S. Admiralty Rules.

2nd. Said answer is not full, explicit, or distinct to each or any allegation of the libel herein, as required by said rule.

3rd. Said answer does not deny or admit any of the allegations of fact in said libel, but merely denies a conclusion of law.

M. D. BALL & W. H. PAYSON,
Proctors for libellant.

SEPTEMBER 21st, 1886.

Which exceptions were sustained by the court, and on the same day was filed the following amended answer:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA. IN ADMIRALTY.

United States vs. Munzie & Co. and Schooner Carolena. Amended answer.

To the honorable LAFAYETTE DAWSON,

Judge of the U. S. District Court for the District of Alaska:

James Blake, the duly authorized mate of the schooner *Carolena*, for Munzie & Co., intervening in the interest of and on behalf of said Munzie & Co., owners and claim-

ants of said schooner *Carolena*, her tackle, apparel, furniture, and cargo for amended answer to the libel of information herein against said schooner, her tackle, apparel, furniture, and cargo, alleges as follows:

1st. That he denies each and every material allegation in said libel of information contained.

2nd. Denies that the said schooner *Carolena*, her tackle, apparel, furniture, and cargo, and the property appertaining thereto, as set forth in said libel of information, or any part thereof became forfeited to the United States.

3rd. Denies that said schooner, her captain, officers, and crew or any one of them were found engaged in killing fur seal within the limits of Alaska Territory and within the waters thereof in violation of section 1956 of the Revised Statutes of the United States, as set forth in said libel of information or at all.

4th. Denies that they killed any number of fur seal or other fur-bearing animals within the waters of Alaska or within said Territory of Alaska or in part thereof.

5th. That all and singular the premises herein set forth are true.

Wherefore he prays that this honorable court will be pleased to pronounce against the libel herein and that the same may be dismissed with costs to these claimants to be taxed.

W. CLARK AND D. A. DINGLEY,
Proctors for Claimants.

UNITED STATES, *District of Alaska, ss.*

James Blake, being first duly sworn upon his oath, says:

I am the mate of said schooner intervening for the within-named claimants. That I have read the foregoing answer and know the contents thereof and that the same is true as I verily believe.

JAMES BLAKE.

Subscribed and sworn to before me this 22d day of September, A. D. 1886.

ANDREW T. LEWIS,
Clerk of the U. S. Dist. Court for the District of Alaska.

On the 4th day of October, 1886, the following return was made to the monition heretofore cited, page 5:

SITKA, *District of Alaska, ss.*

Be it remembered that, in obedience to the annexed monition, I have attached the within-described property and now hold the same in my possession subject to the order of this honorable court.

And I have given due notice to all persons claiming said property to be and appear before this district court on the 4th day of October, 1886, at 10 o'clock a. m., if the same shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to make their claim and allegations in that behalf.

And I have, as ordered by the said court, caused said notice to be published, and the same has been published in the *Alaskan*, a newspaper published at Sitka, in said district, on the 4th day of September, 1886, and in each issue of said newspaper subsequent thereto, until said 4th day of October, 1886.

BARTON ATKINS,
Marshal Dist. of Alaska.

SITKA, ALASKA, *October 4th, 1886.*

On the same day was fixed the following decree:

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA,
UNITED STATES OF AMERICA.

United States vs. The Schooner "Carolena." No. 51.

The marshal having returned on the monition issued to him in the above-entitled action that in obedience thereto he has attached the said schooner *Carolena*, her tackle, apparel, boats, cargo, and furniture, and has given due notice to all persons claiming the same to appear before this court on this 4th day of October, 1886, at 10 o'clock a. m., at the District of Alaska, United States of America, then and there to interpose their claims and make their allegations in that behalf; and W. Clark, esq., proctor for Munzie & Co., of Victoria, B. C., having heretofore filed a claim to all of said property, on behalf of said Munzie & Co., the owners of said property, and no other persons having appeared and no claims or allegations having been made or filed herein by any other person or persons, and the usual proclamations having been

made, and said cause having been heard upon the pleadings and proofs, M. D. Ball, esq., and W. H. Payson, esq., appearing as advocates for said libellant, and W. Clark, esq., as advocate for said claimants; and said cause having been submitted to the court for decision, and due deliberation being had in the premises, it is now ordered, sentenced, and decreed as follows:

1st. That all persons whatsoever other than said claimants be and they are hereby declared in contumacy and default.

2d. That said schooner *Carolena*, her tackle, apparel, boats, and furniture, and her cargo of 685 fur-seal skins, 12 pup-seal skins, and 1 hair-seal skin, and all other property found upon or appurtenant to said schooner, be and the same are hereby condemned as forfeited to the use of the United States.

3rd. That unless an appeal be taken to this decree within the time limited and prescribed by law and the rules of court, the usual writ of *venditioni exponas* be issued to the marshal commanding him to sell all the said property and bring the proceeds into this court to be distributed according to law. Costs, to be taxed, are awarded against said claimants.

LAFAYETTE DAWSON,
District Judge.

Dated October 4th, 1886.

Done in open court this 4th day of October, 1886, at Sitka, District of Alaska, United States of America.

ANDREW T. LEWIS,
Clerk.

On the same day was filed the following motion to set aside decree:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA.

United States vs. Munzie & Co. and schooner "Carolena." Motion to set aside decree.

Now come W. Clark and D. A. Dingley, proctors intervening for and in behalf of the claimants herein, and move the court to set aside the decree rendered herein for the reason that the evidence produced on behalf of the United States is wholly insufficient upon which to base said decree.

W. CLARK & D. A. DINGLEY,
Proctors for Claimants.

Which motion was overruled by the court, and on the same day was filed the following notice of appeal:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA.

United States vs. Munzie & Co. and schooner "Carolena." Notice of Appeal.

And now come W. Clark & D. A. Dingley, proctors for and in behalf of the claimants herein and notify this honorable court that they hereby appeal from the decree rendered herein to the circuit court having appellate jurisdiction over this district and that said appeal is taken upon questions of law and fact, and pray the court for an order on its clerk to prepare a completed transcript of the record herein, as the law requires.

W. CLARK & D. A. DINGLEY,
Proctors for Claimants.

On the 9th day of February, 1887, was entered the following order:

In the matter of the United States vs. schooner Onward, No. 49; schooner Thornton, No. 50; schooner Carolena, No. 51; schooner San Diego, No. 52; arms and ammunition schr. Sierra, No. 57, arms and ammunition schr. City of San Diego, No. 58.

In the above causes, upon motion of the attorney for the United States and argument of counsel for the United States and for the interveners in said causes, and consideration by the court, it is this day ordered that writs of *venditioni exponas* do issue from the clerk of said court to the marshal of said district, for the sale of the attached vessels, with their tackle, cargoes, and furniture of whatsoever description, and of the arms and ammunition attached in said causes, and as to said attached vessels that the sale of the same (except the schooner *San Diego*, which shall be sold at Sitka),

shall be made at Port Townsend, in the district of Washington Territory, and as to the seal skins, part of the cargoes of said vessels attached, that sale of the same shall be made at San Francisco, in the District of California, and that sale of said schooner *San Diego*, and all the other attached property be made at Sitka, in the district of Alaska. Thirty days' notice of such sales to be given at each of the places where the same are to be made, by posting such notice, or by publication in some newspaper published at such places respectively. And that said marshal do have the moneys arising from such sales, together with the writ commanding the same, at a district court of the United States for this the said district of Alaska, to be held on the first Monday in September, 1887, and that he then pay the same to the clerk of said court.

CLERK'S OFFICE U. S. DIST. COURT, DISTRICT OF ALASKA,
Sitka, March 10, 1887.

I, Andrew T. Lewis, clerk of the United States district court for the district of Alaska, do certify that the foregoing transcript of the record in the case of the United States *vs.* The schooner *Carolena*, her tackle, apparel, &c., on libel of information, pending in said court, has been compared by me with the original, and that it is a correct transcript therefrom and of the whole of said original record, except the full text of the exhibits referred to in the testimony therein, of which the purport only is stated, and that said purport of said exhibits is correctly stated, as the same appears of record at my office and in my custody.

Witness my hand and the seal of said court the day and year above written.

[SEAL.]

ANDREW T. LEWIS,
Clerk.

[Inclosure 2.]

Transcript of record in the case of the schooner Onward.

The United States, libellant, *vs.* The Schooner *Onward*, her tackle, &c. On libel of information for being engaged in the business of killing fur-seal in Alaska waters.

On the 28th day of August, 1886, was filed the following libel of information:

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF ALASKA.
AUGUST SPECIAL TERM, 1886.

To the honorable LAFAYETTE DAWSON,

Judge of the said district court:

The libel of information of M. D. Ball, attorney for the United States for the district of Alaska, who prosecutes on behalf of the said United States, against the schooner *Onward*, her tackle, apparel, boats, cargo, and furniture, and against all persons intervening for their interest therein, in a cause of forfeiture, alleges and informs as follows:

That Charles A. Abbey, an officer in the Revenue Marine Service of the United States, and on special duty in the waters of the District of Alaska, heretofore, to wit, on the second day of August, 1886, within the limits of Alaska Territory and in the waters thereof, and within the civil and judicial district of Alaska, to wit, within the waters of that portion of Behring's Sea belonging to said district, on waters navigable from the sea by vessels of ten or more tons burden, seized the ship or vessel commonly called a schooner, the *Onward*, her tackle, apparel, boats, cargo, and furniture, being the property of some person or persons unknown to said attorney, as forfeited to the United States for the following causes:

That the said vessel or schooner was found engaged in killing fur seal within the limits of Alaska Territory and in the waters thereof, in violation of section 1956 of the Revised Statutes of the United States.

And the said attorney saith that all and singular the premises are and were true and within the admiralty and maritime jurisdiction of this court; and that by reason thereof, and by force of the statute of the United States in such case made and provided, the afore mentioned and described schooner or vessel, being a vessel of over twenty tons burden, her tackle, apparel, boats, cargo, and furniture, became and are forfeited to the use of the said United States, and that said schooner is now within the district aforesaid.

Wherefore the said attorney prays that the usual process and monition of this honorable court issue in this behalf, and that all persons interested in the before-mentioned schooner or vessel may be cited in general and special to answer the premises, and that all due proceedings being had, that the said schooner or vessel, her tackle, apparel, boats, cargo, and furniture, may for the cause aforesaid, and others appearing, be con-

demned by the definite sentence and decree of this honorable court as forfeited to the use of said United States, according to the form of the statute of the said United States in such case made and provided.

M. D. BALL,
U. S. District Attorney for the District of Alaska.

Whereupon forthwith issued the following monition:

DISTRICT OF ALASKA, SCT:

The President of the United States of America to the marshal of the district of Alaska, greeting:

Whereas a libel of information hath been filed in the district court of the United States for the district of Alaska, on the 28th day of August, in the year 1886, by M. D. Ball, United States attorney for the district aforesaid, on behalf of the United States of America, against the schooner *Onward*, her tackle, apparel, boats, cargo, and furniture, as forfeited to the use of the United States for the reasons and causes in the said libel of information mentioned, and praying that the usual process and monition of the said court in that behalf be made, and that all persons interested in the said schooner *Onward*, her tackle, apparel, boats, cargo, and furniture, etc., may be cited in general and special to answer the premises and all proceedings being had, that the said schooner *Onward*, her tackle, apparel, boats, cargo, and furniture may for the causes in the said libel of information mentioned be condemned as forfeited to the use of the United States.

You are therefore hereby commanded to attach the said schooner *Onward*, her tackle, apparel, boats, cargo, and furniture, to detain the same in your custody until the further order of the court respecting the same, and to give notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned and sold pursuant to the prayer of the said libel of information, that they be and appear before the said court to be held in and for the district of Alaska, on the 4th day of October, 1886, at 10 o'clock in the forenoon of the same day, if the same shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to interpose a claim for the same and to make their allegations in that behalf.

And what you shall have done in the premises do you then and there make return thereof together with this writ.

Witness the honorable Lafayette Dawson, judge of said court, and the seal thereof, affixed at the city of Sitka, in the District of Alaska, this 28th day of August, in the year of our Lord one thousand eight hundred and eighty-six, and of the Independence of the United States the one hundred and eleventh.

[SEAL.]

ANDREW T. LEWIS,
Clerk.

On the 6th day of September, 1886, was filed the following affidavit:

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA,
UNITED STATES OF AMERICA.

The United States of America vs. The Schooner Onward.

UNITED STATES OF AMERICA, *District of Alaska*, ss:

C. A. Abbey, being duly sworn, deposes and says:

That he is, and at all times herein mentioned was, a captain in the United States Revenue Marine, and in command of the United States revenue-cutter *Corwin*.

That affiant and the following-named officers and men of said *Corwin* are material and necessary witnesses for the United States in the above-entitled action, to wit: J. W. Howison, lieutenant; C. F. Winslow, boatswain; Albert Leaf, seaman; J. C. Cantwell, lieutenant; J. H. Douglass, pilot, and J. U. Rhodes, lieutenant.

That owing to scarcity of provisions and fuel upon said cutter *Corwin*, the said *Corwin* and deponent and said witnesses will be obliged to, and are about to, go to sea within five days, and out of the district in which the said case is to be tried, and to a greater distance than one hundred miles from the place of trial of said action before the time of said trial.

That there is urgent necessity for taking the depositions of affiant and said witnesses forthwith.

That Daniel Monroe was master and in possession of the said schooner *Onward* at the time of seizure thereof.

C. A. ABBEY.

Subscribed and sworn to before me this 6th day of September, 1886.

ANDREW T. LEWIS,
Clerk.

On the same day was entered the following order:

In the matter of the United States vs. Schooner Thornton, Case No. 50; Schooner Carolena, Case No. 51; Schooner Onward, Case No. 49; Schooner San Diego, Case No. 52.

In the above entitled actions urgent necessity and good cause appearing therefor from the affidavits of C. A. Abbey, now on motion of M. D. Ball, United States district attorney for Alaska and counsel for the United States herein, it is ordered that the depositions of the witnesses C. A. Abbey, J. W. Howison, J. C. Cantwell, J. U. Rhodes, J. H. Douglass, C. T. Winslow, Albert Leaf, C. Wilhelm, Thos. Singleton, and T. Lorensen be taken before the clerk of the said district court on Tuesday the 7th day of September, 1886, at 7 o'clock p. m., or as soon thereafter as the matter can be reached, at the office of said clerk at Sitka, Alaska, and if not completed on said evening, then the taking of said depositions to be continued by said clerk from time to time until completed. That notice of the time and place of taking said depositions be served by the marshal of said district on Hans Guttormsen, James Blake, Daniel Munroe, and Charles E. Raynor, and upon W. Clark, esq., attorney at law, on or before September 7th at 12 m., and that such shall be due and sufficient and reasonable notice of the taking of said depositions.

Done in open court this 6th day of September, 1886. Now at this time W. Clark, esq., being present in court, waives service of notice.

On the 7th day of September, 1886, was filed the following notice and return of service:

IN THE UNITED STATES DISTRICT COURT, IN AND FOR THE DISTRICT OF ALASKA,
UNITED STATES OF AMERICA.

The United States of America vs. The Schooner Onward.

To Daniel Monroe, greeting: You are notified that by order of Lafayette Dawson, judge of said district court, the depositions of C. A. Abbey, J. W. Howison, C. F. Winslow, Albert Leaf, J. C. Cantwell, J. H. Douglas, and J. U. Rhodes will be taken before the clerk of said district court at his office in Sitka, in said district, on Tuesday, September 7th, 1886, at 7 o'clock p. m., or as soon thereafter as the matter can be reached; and if not completed on said evening the taking of said depositions will be continued by said clerk from time to time until completed.

ANDREW T. LEWIS,
Clerk.

Dated, September 7th, 1886.

UNITED STATES OF AMERICA, *District of Alaska*, ss:

This is to certify that on the 7th day of September, 1886, before 12 o'clock noon of that day, I served the annexed notice on the within-named Daniel Monroe, at Sitka, District of Alaska, by then and there personally delivering to said Daniel Monroe a copy of said notice. And then and there gave him the privilege of being present at the taking of said depositions.

BARTON ATKINS,
U. S. Marshal.

Dated September 9th, 1886.

On the 10th day of September, 1886, were filed the following depositions:

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA,
UNITED STATES OF AMERICA.

United States vs. The Schooner Onward. No. 49.

Depositions of witnesses sworn and examined before me on the 7th day of September, A. D. 1886, at 7 o'clock p. m. of said day and on September 8th and 9th, 1886, thereafter, at the clerk's office of said court in Sitka, District of Alaska, United States of America, by virtue and in pursuance of the order of said court, made and entered in the above-entitled action on September 6th, A. D. 1886, directing that the testimony and depositions of said witnesses be taken before me at said first-mentioned time and place and at such subsequent times as the taking of the same might be continued to by me, in said action then and there pending in said district court between

the United States as plaintiff and the schooner *Onward* as defendant, on behalf of and at the instance of the said plaintiff, The United States and upon notice of the time and place of taking said depositions, served upon Daniel Monroe, the captain of said schooner, and in possession thereof at time of seizure, and upon W. Clark, esq., his attorney, the owners thereof being unknown and without the jurisdiction of this court.

Captain C. A. Abbey, being duly sworn, deposes and says:

I am a captain in the United States revenue-marine service, at present in command of the U. S. revenue steamer *Corwin*, on special duty in Alaskan waters, for the protection of the seal islands and of the Government interests generally.

Q. What were you doing and what occurred on 2nd of August last in the line of your duty?—A. Cruising in Behring Sea, about 115 miles southeast from St. George Island and in about latitude and longitude between four and five o'clock in the morning, when First Lieut. J. W. Howison reported to me that there was a schooner alongside of us, which, in answer to his hail, replied that she was taking fur seals here in Behring Sea. I then directed him to seize her and place her in charge of C. T. Winslow, boatswain of the *Corwin*, I having no commissioned officer to spare at that time. I then got a hawser to her and proceeded to Oonalashka Harbor, where I placed the vessel, cargo, tackle, furniture, and appurtenances in charge of Deputy U. S. Marshal Isaac Anderson, of Oonalashka, the cargo of fur-seal skins being stored in "Keuch," in one of the warehouses of the Alaska Commercial Company, and under seal.

The arms and ammunition I took aboard the *Corwin* and brought to Sitka, and delivered them to the U. S. marshal there. The said vessel, tackle, furniture, and cargo are now in the custody of the United States marshal of this district.

Q. Was this the vessel against which the libel of information is filed?—A. It is.

Q. Did this all occur within the waters of Alaska and the Territory of Alaska and within the jurisdiction of this court?—A. It did.

Q. Did this occur within the waters of the sea navigable for vessels of (10) ten tons burden or over?—A. It did.

C. A. ABBEY.

Subscribed and sworn to before me this 9th day of September, A. D. 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,
Clerk U. S. Dist. Court.

J. W. Howison being duly sworn deposes and says:

Q. State your name, age and occupation.—A. J. W. Howison, am over 21 years of age, 1st lieutenant in the U. S. revenue service and executive officer on the U. S. revenue steamer *Corwin* and was such on the 2d of August of this year.

Q. State what happened on August 2nd, 1886, in the line of your duty.—A. Between 4 and 6 a. m. I spoke the schooner *Onward* of Victoria, B. C., and asked if they were catching seal in Behring Sea and they answered yes. I reported the same to the commanding officer of the *Corwin*, who ordered the vessel seized. I lowered the boat with the boatswain, C. T. Winslow, and two men and a line, pulled to the schooner and put the boatswain and two men on board, told the captain of the schooner, Daniel Monroe, that I seized him for catching fur seal in Behring Sea. I ran a line from the *Onward* to the schooner *Carolena* already in tow and returned to the *Corwin*.

Q. State the place of this seizure as near as you can recollect.—A. The position is given as Lat. 55° north, and Long. 167° 40' west; that is, about 110 or 115 miles to the south and east of St. George.

J. W. HOWISON.

Subscribed and sworn to before me this 9th day of September, A. D. 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,
Clerk U. S. Dist. Court.

Lieut. John C. Cantwell being duly sworn deposes and says:

Q. State your name, occupation and age.—A. John C. Cantwell, 3rd lieutenant, U. S. Revenue Marine Service, at present on duty U. S. Revenue Steamer *Corwin* and over the age of twenty-one years—and was so during two years last past.

Q. Do you recognize this paper?—A. I do. It is the official inventory made by me on or about the 12th of August, 1886, of the furniture, tackle, appurtenances, and cargo of the schooner *Onward*. This inventory was made in consequence of the seizure of the vessel and gives a true and complete list of the furniture, tackle, appurtenances, and cargo of said vessel with the exception of the arms and ammunition. (Said inventory contains the usual ship's furniture of a vessel of the class of the

Onward, navigating instruments, lights, tools, sails, ship's stores, and 400 seal skins. The receipt of I. Anderson, deputy U. S. marshal at Oonalaska, August 14th, 1886, for said furniture, stores, and cargo, is attached thereto.)

"By witness" the item "400 seal skins" in said inventory means fur seal skins.

JOHN C. CANTWELL,
3d Lieut. U. S. R. M.

Subscribed and sworn to before me this 9th day of September, 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,
Clerk U. S. Dist. Court.

John U. Rhodes, being duly sworn, deposes and says:

Q. State your name, age, and occupation.—A. John U. Rhodes. I am over the age of 21 years and a lieutenant in the U. S. revenue marine and attached to the revenue steamer *Corwin*.

Q. Do you recognize this paper?—A. I do. This paper marked (Ex. M) is the clearance paper of the schooner *Onward*, Victoria, B. C. I found this paper on the said schooner at the time of her seizure and then and there took possession of it. (Said clearance describes the *Onward* as a British schooner of 35.20 tons, navigated with four men, wood built, and bound for Pacific Ocean and Behring Sea, having on board ballast for fishing and hunting voyage. It is dated at Victoria, B. C., April 12th, 1886.)

Q. What arms and ammunition if any did you find aboard the schooner *Onward* at the time of her seizure?—A. 12 guns, 1 keg powder partly filled, 1 can powder, $\frac{1}{2}$ bag of buck-shot, 2 small bags caps.

Q. What was done with these arms and ammunition?—A. They were brought to Sitka on the *Corwin* and turned over to the U. S. marshal at Sitka, and are now in his custody.

JOHN U. RHODES.

Subscribed and sworn to before me this 9th day of September, A. D. 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,
Clerk U. S. Dist. Court.

JOHN U. RHODES, being duly sworn, deposes and says:

Q. State your name, age, and occupation.—A. John U. Rhodes; lieut. U. S. Revenue Marine; at present on the U. S. revenue steamer *Corwin*; and over the age of 21 years.

Q. Was any other property seized upon the schooner *Onward* except what is included in the general inventory?—A. There was a box containing clothing and nautical instruments; the box was marked Daniel Monroe, master of the schooner *Onward*.

Q. What was done with this property?—A. I turned it over to the United States marshal at Sitka and it is now in his custody.

JOHN U. RHODES.

Subscribed and sworn to before me this 9th day of September, A. D. 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,
Clerk U. S. Dist. Court.

Charles T. Winslow, being duly sworn, deposes and says:

Q. State your name, age, and occupation.—A. My name is Charles T. Winslow; 48 years of age. I am a boatswain on the revenue-cutter *Corwin*, and was so on August 2nd, 1886.

Q. State what occurred on the last mentioned day.—A. At about 5 or 6 a. m. I was ordered by Lieut. Howison to go on board the schooner *Onward*, which he had seized, and I did so.

Q. What did you see on board, if anything?—A. About amidships on deck I saw 20 or 30 dead fur seal that had not been skinned, and some of them were bleeding. There were nine canoes on board with bloody water in them and with spears and outfit suitable for seal killing. Capt. Monroe, of the *Onward*, then told me he had caught 25 fur seal the day before the seizure and 125 the day before that. This was in answer to my statement that the *Carolena* had 75 seal in her boats.

CHARLES T. WINSLOW.

Subscribed and sworn to before me this 8th day of September, A. D. 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,
Clerk U. S. Dist. Court.

Albert Leaf, being duly sworn, deposes and says:

Q. State your name, age, and occupation.—A. Albert Leaf; over 21 years of age, and a seaman employed on the revenue-cutter *Corwin*, and was so on the 2nd day of August last.

Q. What happened on the last named day in connection with the schooner *Onward*?—A. I was placed on board the schooner *Onward* by Lieut. Howison when the vessel was seized. I saw dead fur seal with fresh blood on them on the forward deck and fresh fur-seal skins on the deck and there were salted fur seal skins in the hold. I saw nine canoes with blood in them and spears equipped for seal killing. All this was upon the schooner *Onward* at the time of her seizure.

ALBERT LEAF.

Subscribed and sworn to before me this 8 day of September, A. D. 1886, after having been read over by me to deponent.

ANDREW T. LEWIS,
Clerk U. S. Dist. Court.

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA,
UNITED STATES OF AMERICA.

The United States vs. The Schooner "Onward." No. 49.

Whereas, on the 6th day of September, 1886, the said district court duly made and entered in the journal of said court an order directing that the testimony and depositions of the witnesses, C. A. Abbey, J. W. Howison, J. C. Cantwell, J. U. Rhodes, C. T. Winslow, and Albert Leaf, be taken before me, the clerk of said court, at the time or times and place and upon such notice as are specified in said order:

Now, therefore, this is to certify that in pursuance of said order, on September 7th, 1886, at 7 o'clock p. m., each and all of the above-named witnesses appeared before me at the clerk's office of said court, at Sitka, district of Alaska, United States of America; that M. D. Ball, esq., district attorney of said court and district, and W. H. Payson, esq., appeared then and there on behalf of and as attorneys and proctors for the United States, the libellant herein; and W. Clark, esq., then and there appeared on behalf of and as attorney and proctors for the said schooner and her owners herein, and Daniel Munroe then and there appeared in pursuance of notice served upon him.

That I was unable to complete the taking of said depositions on said 7th day of September, 1886, and I continued the taking thereof on the 8th and 9th of September, 1886, and completed the same on said last-named day. That the said parties by their said attorneys and proctors then and there appeared, and were present on each of said last-named days and at all times during the takings of said depositions. That each of said witnesses was then and there duly cautioned and sworn by me, that the evidence he should give in said action should be the truth, the whole truth, and nothing but the truth, and thereafter each of said witnesses was then and there examined before me, and I then and there took down the statement and testimony of each of said witnesses, and reduced the same to writing in his presence, and then read the same over to him; and he then and there, after the same had been so reduced to writing and read over to him, subscribed the same in my presence, and swore to the truth thereof.

That the foregoing depositions are the depositions of said witnesses then and there taken before me as aforesaid. That due notice of the taking of said depositions was given as required by said order.

Witness my hand and the seal of said district court this 9th day of September, A. D. 1886.

[SEAL.]

ANDREW T. LEWIS,
Clerk of the United States District Court in and for the district of Alaska,
United States of America.

On September 20th was filed the following amended libel of information:

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA,
UNITED STATES OF AMERICA. AUGUST SPECIAL TERM, 1886.

To the honorable LAFAYETTE DAWSON,
Judge of said district court:

The amended libel of information of M. D. Ball, attorney for the United States for the district of Alaska, who prosecutes on behalf of the said United States, and being

present here in court in his own proper person, in the name and on behalf of the said United States, alleges and informs as follows, to wit:

That C. A. Abbey, an officer in the Revenue Marine Service of the United States, duly commissioned by the President of the United States, in command of the United States revenue-cutter *Corwin*, and on special duty in the waters of the district of Alaska heretofore, to wit, on the 2nd day of August, 1886, within the limits of Alaska Territory, and in the waters thereof, and within the civil and judicial district of Alaska, to wit, within the waters of that portion of Behring Sea belonging to the United States and said district, on waters navigable from the sea by vessels of ten or more tons burden, seized the schooner *Onward*, her tackle, apparel, boats, cargo, and furniture, being the property of some person or persons unknown to said attorney. The said property is more particularly described as follows, to wit:

1 schooner, *Onward*, of Victoria, B. C., 9 canoes, carpenter's tools, caulking implements, 3 anchors, chronometer, clock, nautical instruments, sails, running rigging, rope, twine, lamps, oil, 3 tons of salt, casks and buckets, 400 fur seal skins, provisions, 12 guns and ammunition for same, and all other property found upon or appurtenant to said schooner. That said C. A. Abbey was then and there duly commissioned and authorized by the proper department of the United States to make said seizure.

That all of said property was then and there seized as forfeited to the United States for the following causes:

That said vessel and her captain, officers, and crew were then and there found engaged in killing fur seals within the limits of Alaska Territory and in the waters thereof, in violation of section 1956 of the Revised Statutes of the United States.

That all the said property, after being seized as aforesaid, was brought into the port of Oonalaska in said Territory, and delivered into the keeping of Isaac Anderson, a deputy United States marshal of this district, with the exception of said arms and ammunition, which latter were brought into the port of Sitka, in said district, and turned over to the United States marshal of this district, and all said property is now within the judicial district of Alaska, United States of America.

And the said M. D. Ball, attorney aforesaid, further informs and alleges:

That on the 2nd day of August, 1886, James Marketich and certain other persons whose names are unknown to said United States attorney, who were then and there engaged on board of the said schooner *Onward* as seamen and seal hunters, did under the direction and by the authority of Daniel Monroe, then and there master of said schooner, engage in killing and did kill, in the Territory and district of Alaska, and in the waters thereof, to wit, 20 fur seal, in violation of section 1956 of the Revised Statutes of the United States, in such cases made and provided.

That the said 400 fur seal skins, and other goods so seized on board of said schooner *Onward* constituted the cargo of said schooner at the time of the killing of said fur seals, and at the time of said seizure.

And said attorney saith that all and singular the premises were and are true and within the admiralty and maritime jurisdiction of the United States, and of this honorable court, and that by reason thereof, and by force of the statutes in such cases made and provided, the aforementioned schooner, being a vessel of over 20 tons burden, and her tackle, apparel, boats, cargo, and furniture, became and are forfeited to the use of the United States.

Wherefore the said attorney prays that the usual process and monition of this honorable court issue in this behalf against said schooner and all said hereinbefore described property to enforce the forfeiture thereof, and requiring notice to be given to all persons to appear and show cause, on the return day of said process, why said forfeiture should not be decreed; and that, after due proceedings are had, all of said property be adjudged decreed and condemned as forfeited to the use of the United States; and for such other relief as may be proper in the premises.

M. D. BALL,

United States District Attorney for the District of Alaska.

Dated September 20th, 1886.

On the same day was filed the following claim:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA. IN ADMIRALTY.

In the matter of the libel of information against the schooner Onward, her tackle, apparel, furniture, and cargo. Claim of master for owner.

And now Daniel Monroe, master of the schooner *Onward*, intervening for the interests of Charles Spring & Co., of Victoria, B. C., the owners of the schooner *Onward*, her tackle, apparel, furniture and cargo, as set forth in the libel of information

herein, appears before this honorable court and makes claim to the said schooner *Onward*, her tackle, apparel, furniture, and cargo, as set forth in the said libel of information and as the same are attached by the marshal under process of this court at the instance of M. D. Ball, esq., United States district attorney for the district of Alaska.

And the said Daniel Monroe avers that the said Charles Spring & Co. were in possession of the said schooner *Onward* at the time of the attachment thereof, and that the said Charles Spring & Co. above named are the true bona fide owners of the said schooner, her tackle, apparel, furniture, and cargo, as seized by the marshal aforesaid, and that no other person is the owner thereof.

Wherefore he prays to defend accordingly.

DANIEL MONROE.

Subscribed and sworn to before me this 18th day of September, A. D. 1886.

[SEAL.]

ANDREW T. LEWIS,
Clerk of the U. S. Dist. Court for the District of Alaska.

W. CLARK & D. A. DINGLEY,
Proctors for Claimant.

On the same day was filed also the following demurrer:

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF ALASKA.

United States vs. Charles Spring and Schooner "Onward." Demurrer.

The demurrer of Charles Spring & Co., claimants of the property proceeded against in the above cause, to the amended information filed herein.

1st. The said claimants by protestation, not confessing all or any of the matters in said amended information to be true, demurs thereto and says that the said matters in manner and form, as the same are in said information stated and set forth, are not sufficient in law for the United States to have and maintain their said action for the forfeiture of the property aforesaid.

2d. The said claimants by protestation deny that this court has jurisdiction to determine or try the question hereby put in issue.

3d. And that said claimants are not bound by law to answer the same.

Wherefore the said claimants, Charles Spring & Co., pray that the said information may be dismissed with costs.

W. CLARK & D. A. DINGLEY,
Proctors for Claimants.

Which demurrer was overruled by the court.

On the same day was filed the following answer of claimants:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA.

United States vs. Charles Spring & Co. and Schooner "Onward." Answer.

The answer of Charles Spring & Co., claimants and owners of said schooner *Onward*, her tackle, apparel, furniture, and cargo, as the same are set forth in the information filed herein in behalf of the United States.

And now comes Charles Spring & Co., claimants as aforesaid, and for answer to the said information against the said schooner *Onward*, her tackle, apparel, furniture, and cargo, as set forth in said information, say that the said schooner *Onward*, her tackle, apparel, furniture, and cargo, as set forth in the information mentioned, did not, nor did any part thereof, become forfeited in manner and form as in said information in that behalf alleged, or at all.

Wherefore the said claimants pray that said information be dismissed with costs to these claimants attached.

W. CLARK & D. A. DINGLEY,
Proctors for Claimants.

UNITED STATES, *District of Alaska*, ss:

Personally appeared before me W. Clark, who, being first duly sworn upon his oath, says:

I am the duly authorized proctor for the claimants above-named, that the foregoing answer is true as I verily believe. That the reason this affidavit is made by me and

not by claimants is because said claimants are non-residents and are absent from the District of Alaska.

(This was treated as subscribed and sworn to by Daniel Munroe, master.)

Subscribed and sworn to before me this day of September, A. D. 1886.

On September 22d, 1886, were filed the following exceptions to answer:

UNITED STATES DISTRICT COURT, DISTRICT OF ALASKA, UNITED STATES OF AMERICA.

United States vs. The Schooner Onward. No. 49.

The said libellant hereby excepts to the sufficiency of the defendant's answer herein, on the following grounds:

1st. Said answer is not properly or at all verified as required by rule 27 of the United States admiralty rules.

2nd. Said answer is not full, explicit, or distinct to each or any allegation of the libel herein, as required by said rule.

3rd. Said answer does not deny or admit any of the allegations or facts in said libel, but merely denies a conclusion of law.

M. D. BALL AND W. H. PAYSON,
Proctors for Libellant.

SEPT. 21, 1886.

Which exceptions were sustained by the court, and on the same day was filed the following amended answer:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA. IN ADMIRALTY.

United States vs. Charles Spring & Co. and schooner Onward. No. 49. Amended answer.

To the honorable LAFAYETTE DAWSON,

Judge of the United States district court for the district of Alaska:

Daniel Monroe, master of the schooner *Onward*, intervening for the interests and in behalf of Charles Spring & Co., owners and claimants of said schooner *Onward*, her tackle, apparel, furniture, and cargo, for amended answer to the libel of information herein against said schooner, her tackle, apparel, furniture, and cargo, alleges as follows:

1st. That he denies each and every material allegation in said libel of information contained.

2nd. Denies that the said schooner *Onward*, her tackle, apparel, furniture, and cargo, and the property appertaining thereto as set forth and described in said libel of information or any part thereof became forfeited to the United States.

3rd. Denies that said schooner, her captain, officers, and crew or any one of them were found engaged in killing fur seal within the limits of Alaska waters and within the Territory of Alaska in violation of section 1956 of the Revised Statutes of the United States as set forth in said libel of information or at all.

4th. Denies that they killed any number great or less, or any number at all of fur seal or other fur-bearing animals within the waters of Alaska, or within the said Territory of Alaska or in any part thereof.

5th. That all and singular the premises herein set forth are true.

Wherefore said master prays that this honorable court will be pleased to pronounce against the libel herein and that the same may be dismissed with costs to these claimants attached.

W. CLARK AND D. A. DINGLEY,
Proctors for Claimants.

UNITED STATES, *District of Alaska, ss:*

Daniel Monroe, being first duly sworn, upon his oath says:

I am the master and captain of the schooner *Onward*. That I have heard read the foregoing answer and know the contents thereof and that the same is true of my own personal knowledge.

DANIEL MONROE.

Subscribed and sworn to before me this 22nd day of September, A. D. 1886.

ANDREW T. LEWIS,
Clerk of the U. S. Dist. Court for the District of Alaska.

On the 4th day of October, 1886, was filed the following return to the monition issued on the 28th day of August, 1886, cited on page 3 of this transcript:

SITKA, *District of Alaska*, ss:

Be it remembered that, in obedience to the annexed monition, I have attached the within-described property and now hold the same in my possession subject to the order of this honorable court.

And I have given due notice to all persons claiming said property to be and appear before this district court on the 4th day of October, 1886, at 10 o'clock a. m., if the same shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to make their claims and allegations in that behalf.

And that I have, as ordered by said court, caused said notice to be published, and the same has been published in the *Alaskan*, a newspaper published at Sitka, in said district, on the 4th day of September, 1886, and in each issue of said newspaper subsequent thereto, until said 4th day of October, 1886.

BARTON ATKINS,
Marshal, District of Alaska.

SITKA, ALASKA, *October 4th*, 1886.

On the same day the following decree was entered:

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA,
UNITED STATES OF AMERICA.

United States vs. The Schooner Onward. No. 49.

The marshal having returned on the monition issued to him in the above-entitled action that in obedience thereto he has attached the schooner *Onward*, her tackle, apparel, boats, cargo, and furniture, and has given due notice to all persons claiming the same to appear before this court on this 4th day of October, 1886, at 10 o'clock a. m., at the District of Alaska, United States of America, then and there to appear and make their allegations in that behalf; and Daniel Monroe, the captain of said vessel, having heretofore filed a claim to all said property on behalf of Charles Spring & Co., of Victoria, B. C., the owner thereof, and no other persons having appeared, and no claims or allegations having been made or filed herein by any other person or persons, and the usual proclamation having been made, and said cause having been heard upon the pleadings and proofs, M. D. Ball, esq., and W. H. Payson, esq., appearing as advocates for the said libellant, and W. Clark as advocate for said claimants; and the cause having been submitted to the court for decision, and due deliberation being had in the premises, it is now ordered, sentenced, and decreed as follows:

1st. That all persons whatsoever other than said claimants be and they are hereby declared in contumacy and default.

2nd. That said schooner *Onward*, her tackle, apparel, boats, and furniture and her cargo of 400 fur-seal skins, and all other property found upon or appurtenant to said schooner, be and the same are hereby condemned as forfeited to the use of the United States.

3rd. That unless an appeal be taken to this decree within the time limited and prescribed by law and the rules of court the usual writ of venditioni exponas be issued to the marshal commanding him to sell all of said property and bring the proceeds into this court to be distributed according to law. Costs to be taxed are awarded against said claimants.

LAFAYETTE DAWSON,
District Judge.

Dated October 4th, 1886.

Done in open court this 4th day of October, 1886, at Sitka, district of Alaska, United States of America.

ANDREW T. LEWIS,
Clerk.

On the same day the following motion was filed:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA.

United States vs. Charles Spring & Co. and schooner "Onward." Motion to set aside decree.

Now come W. Clark and D. A. Dingley, proctors intervening for and in behalf of the claimants herein, and moves the court to set aside the decree rendered herein for

the reason that the evidence produced on behalf of the United States is wholly insufficient upon which to base said decree.

W. CLARK & D. A. DINGLEY,
Proctors for Claimants.

Which motion was by the court overruled, and thereupon the following notice of appeal was filed :

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA.

United States vs. Charles Spring & Co. and schooner "Onward." Notice of appeal.

And now come W. Clark & D. A. Dingley, proctors for and in behalf of the claimants herein, and notifies this honorable court that they hereby appeal from the decree rendered herein to the circuit court having appellate jurisdiction over this district, and that said appeal is taken on questions of law and fact, and pray the court for an order on its clerk to prepare a complete transcript of the record herein, as the law requires.

W. CLARK & D. A. DINGLEY,
Proctors for Claimants.

On the 9th day of February, 1887, was entered the following order :

In the matter of the United States vs. Schooner Onward, No. 49. Schooner Thornton, No. 50. Schooner Carolena, No. 51. Schooner San Diego, No. 52. Arms and Ammunition Schr. Sierra, No. 57. Arms and Ammunition Schr. City of San Diego, No. 58.

In the above causes, upon motion of the attorney for the United States and argument of counsel for the United States and for the interveners in said causes, and consideration by the court, it is this day ordered that writs of venditioni exponas do issue from the clerk of said court to the marshal of said district, for the sale of the attached vessels, with their tackle, cargoes and furniture of whatsoever description, and of the arms and ammunition attached in said causes. And as to said attached vessels that the sale of the same (except the schooner *San Diego*, which shall be sold at Sitka) shall be made at Port Townsend in the district of Washington Territory, and as to the seal skins, part of the cargoes of said vessels attached, that sale of the same shall be made at San Francisco in the District of California, and that sale of said schooner *San Diego*, and all the other attached property be made at Sitka in the district of Alaska. Thirty days notice of such sales to be given at each of the places where the same are to be made, by posting such notice or by publication in some newspaper published at such places respectively. And that said marshal do have the moneys arising from such sales, together with the writ commanding the same, at a district court of the United States for this, the said district of Alaska, to be held on the first Monday in September, 1887, and that he then pay the same to the clerk of said court.

CLERK'S OFFICE, U. S. DIST. COURT, DISTRICT OF ALASKA,
Sitka, March 10, 1887.

I, Andrew T. Lewis, clerk of the said court, do certify that the foregoing transcript of the record in the case of the United States vs. the schooner *Onward*, her tackle, apparel, &c., on libel of information, &c., pending in said court, has been compared by me with the original, and that it is a correct transcript therefrom, and of the whole of such original record, except the full text of the exhibits referred to in the testimony therein, the purport of which only is stated, and that the said purport of exhibits is correctly stated, as the same appears of record at my office and in my custody.

[SEAL.]

ANDREW T. LEWIS,
Clerk.

[Inclosure 3.]

Transcript of record in the case of the schooner Thornton.

The United States, libellant, *vs.* The Schooner *Thornton*, her tackle, &c. On libel of information for being engaged in the business of killing fur seal in Alaska.

On the 28th day of August, 1886, was filed the following libel of information:

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF ALASKA.
AUGUST SPECIAL TERM, 1886.

To the honorable LAFAYETTE DAWSON,
Judge of said district court:

The libel of information of M. D. Ball, attorney for the United States for the district of Alaska, who prosecutes on behalf of said United States, and being present here in court in his proper person, in the name and on behalf of the said United States, against the schooner *Thornton*, her tackle, apparel, boats, cargo, and furniture, and against all persons intervening for their interest therein, in a cause of forfeiture, alleges and informs as follows:

That Charles A. Abbey, an officer in the revenue-marine service of the United States and on special duty in the waters of the district of Alaska, heretofore, to wit, on the first day of August, 1886, within the limits of Alaska Territory and in the waters thereof, and within the civil and judicial district of Alaska, to wit, within the waters of that portion of Behring Sea belonging to the said district, on waters navigable from the sea by vessels of ten or more tons burden, seized the ship or vessel commonly called a schooner, the *Thornton*, her tackle, apparel, boats, cargo, and furniture, being the property of some person or persons to the said attorney unknown, as forfeited to the United States for the following causes:

That the said vessel or schooner was found engaged in killing fur seal within the limits of Alaska Territory and in the waters thereof, in violation of section 1956 of the Revised Statutes of the United States.

And the said attorney saith that all and singular the premises are and were true and within the admiralty and maritime jurisdiction of this court; and that by reason thereof, and by force of the statutes of the United States in such cases made and provided, the aforementioned and described schooner or vessel, being a vessel of over twenty tons burden, her tackle, apparel, boats, cargo, and furniture, became and are forfeited to the use of the said United States, and that said schooner is now within the district aforesaid.

Wherefore the said attorney prays that the usual process and monition of this honorable court issue in this behalf, and that all persons interested in the beforementioned and described schooner or vessel may be cited in general and special to answer the premises, and all due proceedings being had, that the said schooner or vessel, her tackle, apparel, boats, cargo, and furniture may, for the cause aforesaid, and others appearing, be condemned by the definite sentence and decree of this honorable court, as forfeited to the use of the said United States according to the form of the statute of the said United States in such cases made and provided.

M. D. BALL,
United States District Attorney for the District of Alaska.

Whereupon forthwith issued the following monition:

DISTRICT OF ALASKA SCT:

The President of the United States of America to the marshal of the district of Alaska greeting:

Whereas a libel of information hath been filed in the district court of the United States for the District of Alaska, on the 28th day of August, in the year 1886, by M. D. Ball, United States attorney for the District aforesaid, on behalf of the United States of America against the schooner *Thornton*, her tackle, apparel, boats, cargo, and furniture, as forfeited to the use of the United States for the reasons and causes in said libel of information mentioned, and praying the usual process and monition of the said court in that behalf to be made, and that all persons interested in the said schooner *Thornton*, her tackle, apparel, boats, cargo, and furniture, etc., may be cited in general and special to answer the premises and all proceedings being had, that the said schooner *Thornton*, her tackle, apparel, boats, cargo, and furniture may for the causes in the said libel of information mentioned be condemned as forfeited to the use of the United States.

You are therefore hereby commanded to attach the said schooner *Thornton*, her tackle, apparel, boats, cargo, and furniture, to detain the same in your custody until

the further order of the court respecting the same, and to give notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned and sold pursuant to the prayer of the said libel of information, that they be and appear before the said court to be held in and for the District of Alaska on the 4th day of October, 1886, at 10 o'clock in the forenoon of the same day, if the same shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to interpose a claim for the same and to make their allegations in that behalf.

And what you shall have done in the premises do you then and there make return thereof together with this writ.

Witness the honorable Lafayette Dawson, judge of said court, and the seal thereof affixed at the city of Sitka, in the District of Alaska, this 28th day of August, in the year of our Lord one thousand eight hundred and eighty-six, and of the independence of the United States the one hundred and eleventh.

[SEAL.]

ANDREW T. LEWIS,
Clerk.

On September 6th, 1886, was filed the following affidavit:

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA,
UNITED STATES OF AMERICA.

The United States of America vs. The Schooner Thornton.

UNITED STATES OF AMERICA, *District of Alaska*, ss:

C. A. Abbey, being duly sworn, deposes and says:

That he is and at all times herein mentioned was a captain in the United States revenue marine, and in command of the United States revenue-cutter *Corwin*.

That affiant and the following-named officers of said *Corwin* are material and necessary witnesses for the United States in the above-entitled action: J. C. Cantwell, lieutenant; J. U. Rhodes, lieutenant; J. H. Douglass, pilot.

That owing to scarcity of provisions and fuel upon said cutter *Corwin*, the said *Corwin* and deponent and said witnesses will be obliged to and are about to go to sea within five days, and out of the district in which the said case is to be tried, and to a greater distance than one hundred miles from the place of trial of said action before the time of said trial.

That there is urgent necessity for taking the depositions of affiant and said witnesses forthwith.

That Hans Guttormsen was master and in possession of said schooner *Thornton* at the time of seizure thereof.

C. A. ABBEY.

Subscribed and sworn to before me this 6th day of September, 1886.

ANDREW T. LEWIS,
Clerk.

On the same day was entered the following order:

In the matter of the United States vs. Schooner Thornton, Case No. 50; Schooner Carolina, case No. 51; Schooner Onward, case No. 49; Schooner San Diego, case No. 52.

In the above-entitled actions urgent necessity and good cause appearing therefor from the affidavits of C. A. Abbey, now, on motion of M. D. Ball, United States district attorney for Alaska, and counsel for the United States herein, it is ordered that the depositions of the witnesses C. A. Abbey, J. W. Howison, J. C. Cantwell, J. U. Rhodes, J. H. Douglass, C. T. Winslow, Albert Leaf, C. Wilhelm, Thomas Singleton, and T. Lorensen be taken before the clerk of the said district court on Tuesday, the 7th day of September, 1886, at 7 o'clock p. m., or as soon thereafter as the matter can be reached at the office of said clerk at Sitka, and if not completed on said evening, then the taking of said depositions to be continued by said clerk from time to time until completed. That notice of the time and place of taking said depositions be served by the marshal of said district on Hans Guttormsen, James Blake, Daniel Munroe, and Charles E. Raynor, and upon W. Clark, esq., attorney at law, on or before September 7th at 12 m., and that such shall be due and sufficient and reasonable notice of the taking of said depositions.

Done in open court this 6th day of September, 1886, now at this time W. Clark, esq., being present in court, waives service of notice.

On the 7th day of September, 1886, was filed the following notice and return :

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA,
UNITED STATES OF AMERICA.

United States of America vs. The Schooner Thornton.

To Hans Guttormsen greeting: you are notified that by order of Lafayette Dawson, judge of said district court, the depositions of C. A. Abbey, J. C. Cantwell, J. U. Rhodes, and J. H. Douglas will be taken before the clerk of said district court at his office in Sitka in said district on Tuesday, September 7th, 1886, at 7 o'clock p. m., or as soon thereafter as the matter can be reached, and if not completed on said evening, the taking of said depositions will be continued by said clerk from time to time until completed.

Dated September 7, 1886.

ANDREW T. LEWIS,
Clerk.

UNITED STATES OF AMERICA, }
DISTRICT OF ALASKA. } ss.

This is to certify that on the 7th day of September, 1886, before 12 o'clock noon of that day, I served the annexed notice on the within named Hans Guttormsen, at Sitka, District of Alaska, by then and there personally delivering to said Hans Guttormsen a copy of said notice, and then and there gave him the privilege of being present at the taking of said depositions.

Dated September 9th, 1886.

BARTON ATKINS,
U. S. Marshal.

On September 10th, 1886, were filed the following depositions:

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA,
UNITED STATES OF AMERICA.

The United States vs. The Schooner Thornton. No. 50.

Depositions of witnesses sworn and examined before me on the 7th day of September, A. D. 1886, at 7 o'clock p. m. of said day, and on September 8th and 9th, 1886, thereafter, at the clerk's office of said court in Sitka, District of Alaska, United States of America, by virtue and in pursuance of the order of said court, made and entered in the above entitled action on September 6th, 1886, directing that the testimony and depositions of said witnesses be taken before me at said first mentioned time and place and at such subsequent times as the taking of the same might be continued to by me, in said action then and there pending in said district court between the United States as plaintiff and the schooner *Thornton* as defendant, on behalf and at the instance of the said plaintiff, the United States, and upon notice of the time and place of the taking of said depositions, served upon Hans Guttormsen, the captain of said schooner and in possession thereof at time of seizure, and upon W. Clark, esq., his attorney, the owners thereof being unknown and without the jurisdiction of this court.

Captain C. A. Abbey, being duly sworn, desposes and says:

Q. State your name and occupation.—A. Captain C. A. Abbey, in the United States Revenue Marine Service, at present in command of the U. S. Revenue Steamer *Corwin*, on special duty in Alaskan waters, for the protection of the seal islands and of the Government interests in Alaska generally.

Q. What were you doing and what occurred on the 1st day of August last in the line of your duty?—A. I was cruising in Behring Sea, about 70 miles south-southeast from St. George Island, in about latitude and longitude . I found the 4 boats of the British steam schooner *Thornton*, of Victoria, B. C., engaged in killing fur seal. Each boat had in her from three to eight freshly-killed seal, arms, and ammunition, rowers, and hunters, who stated that they belonged to the said schooner *Thornton*, and were engaged in taking or killing fur seal. Some of them, if not all, were seen shooting at the fur seal which were swimming in their neighborhood. On this evidence I caused the vessel to be seized by Lient. Cantwell; took her in tow and proceeded with her to Oonalaska, where I placed the vessel, cargo, tackle, furniture and appurtenances in charge of Deputy U. S. Marshal Isaac Anderson, of Oonalaska, the

cargo of fur-seal skins being stored in "Keuch," in one of the warehouses of the Alaska Commercial Company and under seal. One boat of the *Thornton* was sent to Sitka by the schooner *San Diego* and placed in custody of the U. S. marshal at Sitka. All of this property is now in the custody of the U. S. marshal at Sitka, including her arms and ammunition, which I brought to Sitka on the *Corwin*.

Q. Was this the vessel against which the libel of information is filed?—A. It is.

Q. Did this all occur within the waters of Alaska and the Territory of Alaska and within the jurisdiction of this court?—A. It did.

Q. Did this occur within the waters of the sea navigable for vessels of ten tons burden or over?—A. It did.

C. A. ABBEY.

Subscribed and sworn to before me this 9th day of September, A. D. 1886, after having been read over by me to deponent.

[SEAL.]

ANDREW T. LEWIS,
Clerk U. S. Dist. Court.

Lieut. John C. Cantwell, being duly sworn, deposes and says:

Q. State your name, occupation, and age.—A. John C. Cantwell, 3rd lieutenant U. S. Revenue Marine Service; at present on duty U. S. revenue steamer *Corwin*, and over the age of twenty-one years.

Q. Were you so on the 1st day of August last?—A. I was.

Q. State what occurred on that day in the line of your duty.—A. I saw a small boat on the port bow; we came up to her and found she had about 8 fur seal aboard. The men in the boat were armed with breech-loading rifles. In answer to the commanding officer the men admitted they were killing fur seal. Shortly after we picked up a second boat and then sighted the schooner *Thornton*. There were dead seal in the second boat. I did not examine the other boats; I was sent on board the schooner; saw Hans Guttormsen apparently acting as captain and Henry Norman as mate. I asked them what they were doing. The captain replied, catching seals. I signaled this to Capt. Abbey, who directed me to seize her, which I did, and the *Corwin* took the schooner in tow. The fur seals in the boats were bleeding and must have been killed within a few hours.

Q. How many men were on board of the *Thornton* at the time of seizure?—A. About fifteen.

Q. Was this a reasonable number for ordinary purposes of commerce and navigation?—A. It was an unusually large number for the size of the vessel.

Q. Do you recognize this paper?—A. I do. It is the official inventory made by me of the furniture, tackle, and cargo of the schooner *Thornton* (inventory embraces the usual furniture, rigging, nautical instruments, boats, and stores of a vessel of this class with a cargo of 403 seal skins, 3 seal pup skins, and one hair seal skin, and they are receipted for by I. Anderson, deputy U. S. marshal, Oonalaska, August 14th, 1886); the item, 403 seal skins, mentioned in the inventory, are fur seal skins; this inventory gives a full and correct list of all the furniture, tackle, and cargo of said vessel, with the exception of the following: Arms and ammunition, octant, and one chronometer. There is one boat belonging to the *Thornton* that was sent down on the *San Diego* and included in the inventory of the *San Diego*. The *Thornton* had four boats.

JOHN C. CANTWELL,
3d Lieut., U. S. R. M.

Subscribed and sworn to before me, this 9th day of September, A. D. 1886, after having been read over by me to deponent.

[SEAL.]

ANDREW T. LEWIS,
Clerk U. S. Dist. Court.

John U. Rhodes being duly sworn deposes and says:

Q. State your name, age, and occupation.—A. John U. Rhodes, over 21 years of age, and lieutenant in the U. S. Revenue Marine and attached to the revenue steamer *Corwin*, and was so on the 1st day of August, 1886.

Q. State what happened on the last-named day in connection with the schooner *Thornton*.—A. I was on the *Corwin* at the time the *Thornton* was seized on that day. We first picked up a boat bearing the name *Thornton*; it had about 8 dead fur seal in it; the men in the boat had breech-loading rifles; we afterwards picked up another boat and then sighted the schooner *Thornton*, and went on board and was put in charge of her. We afterwards picked up two more boats; the men in the boats claimed that the boats belonged to the *Thornton* and were put on board of her. There were between 15 and 20 dead fur seal on deck and one hair seal. These seal were most of them bleeding and evidently recently killed. The captain and several of the hunters said they had killed 21, I think it was, fur seals that day, and would have got more if they had had more daylight and if the cutter had not come up.

Q. Do you recognize these papers?—A. I do. This paper marked (Ex. G) is the clearance paper of the schooner *Thornton* (this paper represents the British steam schooner *Thornton*, Hans Guttormsen, master, 22 $\frac{3}{10}$ tons, navigated with 15 men, bound for the Pacific Ocean, Behring Sea, and Okhotsk Sea, on a hunting and fishing voyage, as having cleared from Victoria, B. C., May 15th, 1886). This paper marked (Ex. H) is her bill of health (issued same date and place with clearance). I found these papers in the schooner *Thornton* at the time of seizure and then took possession of them.

Q. What was the list of arms and ammunition found aboard the schooner *Thornton* at the time of seizure?—A. 4 rifles, 6 shotguns, 867 shotgun cartridges, 420 rifle-gun cartridges, 108 lbs. powder, 1 keg powder partly filled, 2 bags bullets, 11 bags buck-shot, 5 boxes of wads, 3 $\frac{1}{2}$ boxes primers.

Q. What has become of these arms and ammunition?—A. They were delivered to the U. S. marshal at Sitka, and are now in his custody.

JOHN U. RHODES,
Lieut. U. S. R. M.

Subscribed and sworn to before me this 8th day of September, A. D. 1886, after having been read over by me to the deponent.

[SEAL.]

ANDREW T. LEWIS,
Clerk U. S. Dist. Court.

John U. Rhodes, being duly sworn, deposes and says:

Q. State your name, age, and occupation.—A. John U. Rhodes; Lieut. U. S. revenue marine; at present on duty on the U. S. revenue steamer *Corwin*; and over the age of 21 years.

Q. State what nautical instruments, if any, were seized on the schooner *Thornton*, except such as are included in her general inventory.—A. One chronometer, No. 1374, made by Kessels, and one octant.

Q. What has become of this property?—A. I turned it over to the U. S. marshal at Sitka, and it is now in his custody.

JOHN U. RHODES.

Subscribed and sworn to before me this 9th day of September, A. D. 1886, after having been read over by me to deponent.

[SEAL.]

ANDREW T. LEWIS,
Clerk U. S. Dist. Court.

J. H. Douglas, being duly sworn, deposes and says:

Q. State your name, age, and occupation.—A. J. H. Douglas; am over 21 years; am a pilot in the Revenue-Marine Service of the United States, and have been so for the 7 years last past. I am now, and on the first of August, 1886, was, pilot on the revenue steamer *Corwin*.

Q. State what occurred on the last-named day in connection with the schooner *Thornton*.—A. We sighted a boat on our port bow and soon after saw another boat; steamed to the first boat and ordered her to come alongside, which she did. The name steamer *Thornton* was on the stern of the boat. There were two or three men in the boat with arms and 6 or 8 dead fur seal, which had the appearance of having been lately killed. I asked the men what luck they had had. One of them replied "We have 6 or 8, but not as good as some days." We took possession of the boat and contents by order of Capt. Abbey. We then picked up the second boat, finding it engaged in the same business; then we sighted a schooner drifting without sail or steam, which proved to be the steam schooner *Thornton*. On coming up with her she was seized, by order of Capt. Abbey, and taken in tow. We then picked up two more boats belonging to the *Thornton* having dead fur seal on board. This was in Behring Sea, about 65 miles southeast from St. Georges Island and about 500 or 600 miles to the eastward of the western boundary line of Alaska Territory.

Q. State what experience you have had in the fur-sealing business and your knowledge of the habits of the fur seal.—A. I have been cruising for more than 15 years off and on in Alaskan waters, always as an officer or pilot, and have visited the Pribiloff Islands, St. Paul, and St. George several hundred times and am perfectly familiar with the sealing business as conducted on those islands, and understand the migrating habits of the fur seals. From about the 1st of May to about the 1st of July of each year the fur seal is migrating north and mostly through the Unimak and Akutan passes to these islands for breeding purposes. They go to no other place in the known world except these islands and Copper Island for breeding purposes.

After the breeding season of about a month they begin to migrate south, and until November of each year are migrating south through Behring Sea. During this season from May till November the fur seal are plenty in the waters adjoining the Pribiloff Islands, and are migrating to and from these islands, and are at all times very plenty between Unimak Pass and said islands in a track about 30 miles wide which seems to be

their highway to and from said islands. The schooner *Thornton* and her boats when seized were directly on this track.

J. H. DOUGLASS.

Subscribed and sworn to before me this 8th day of September, A. D. 1886, after having been read over by me to deponent.

[SEAL.]

A. T. LEWIS,
Clerk U. S. Dist. Court.

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA,
UNITED STATES OF AMERICA.

The United States vs. The Schooner "Thornton." No. 50.

Whereas on the 6th day of September, 1886, the said district court duly made and entered in the journal of said court an order in the above-entitled action directing that the testimony and depositions of the witnesses, C. A. Abbey, J. C. Cantwell, J. U. Rhodes, and J. H. Douglass be taken before me, the clerk of said court, at the time or times and place and upon such notice as was specified in said order.

Now, therefore, this is to certify, that in pursuance of said order, on September 7th, 1886, at 7 o'clock p. m., each and all of the above-named witnesses appeared before me at the clerk's office of said court at Sitka, district of Alaska, United States of America; that M. D. Ball, esq., dist. attorney of said court and district, and W. H. Payson, esq., appeared then and there on behalf of and as attorneys and proctors for the United States, the libellant herein; and W. Clark, esq., then and there appeared on behalf of and as attorney and proctor for the said schooner and her owners herein; and Hans Guttormsen then and there appeared in pursuance of notice served upon him.

That I was unable to complete the taking of said depositions on said 7th day of September, 1886, and I continued the taking thereof on the 8th and 9th of September, 1886, and completed the same on said last named day. That the said parties by their said attorneys and proctors then and there appeared and were present on each of said last named days and at all times during the taking of said depositions. That each of said witnesses was first duly cautioned and sworn by me, then and there, that the evidence he should give in said action should be the truth, the whole truth, and nothing but the truth, and thereafter each of said witnesses was then and there examined before me, and I then and there took down the statement and testimony of each of said witnesses, and reduced the same to writing in his presence, and then and there read the same over to him; and he, then and there, after the same had been so reduced to writing and read over to him, subscribed the same in my presence, and swore to the truth thereof.

That the foregoing depositions are the depositions of said witnesses then and there taken before me as aforesaid. That due notice of the taking of said depositions was given as required by said order.

In witness whereof I have hereunto set my hand and the seal of said district court this 9th day of September, 1886.

ANDREW T. LEWIS,
Clerk U. S. Dist. Court in and for the District of Alaska, United States of America.

On the 20th day of September, 1886, was filed the following claim of master for owner:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA. IN ADMIRALTY.

In the matter of the libel of information against the schooner Thornton, her tackle, apparel, furniture, and cargo. Claim of master for owner.

And now Hans Guttormsen, master of the schooner *Thornton*, intervening for the interest of J. D. Warren, of Victoria, B. C., the owner of the said schooner *Thornton*, her tackle, apparel, furniture, and cargo, as set forth in the libel of information herein, appears before this honorable court and makes claim to the said schooner *Thornton*, her tackle, apparel, furniture, and cargo, as set forth in the said libel of information, and as the same are attached by the marshal under process of this court at the instance of M. D. Ball, esq., United States district attorney for the district of Alaska.

And the said Hans Guttormsen avers that the said J. D. Warren was in possession of the said schooner at the time of the attachment thereof.

And that the said J. D. Warren, above named, is the true and bona fide owner of the said schooner, her tackle, apparel, cargo, and furniture, as seized by the said marshal as aforesaid, and that no other person is the owner thereof. Wherefore he prays to defend accordingly.

HANS GUTTORMSEN.

Subscribed and sworn to before me this 18th day of September, A. D. 1886.

[SEAL.]

ANDREW T. LEWIS,

Clerk of the U. S. Dist. Court for the District of Alaska.

W. CLARK & D. A. DINGLEY,

Proctors for Claimant.

On the same day was filed the following amended libel of information:

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA,
UNITED STATES OF AMERICA. AUGUST SPECIAL TERM, 1886.

To the honorable LAFAYETTE DAWSON,

Judge of said District Court :

The amended libel of information of M. D. Ball, attorney for the United States for the district of Alaska, who prosecutes on behalf of said United States, and being present here in court in his own proper person, in the name and on behalf of the said United States, alleges and informs as follows, to wit:

That C. A. Abbey, an officer in the Revenue-Marine Service of the United States, duly commissioned by the President of the United States, in command of the United States revenue-cutter *Corwin*, and on special duty in the waters of the district of Alaska heretofore, to wit, on the 1st day of August, 1886, within the limits of Alaska Territory, and in the waters thereof, and within the civil and judicial district of Alaska, to wit, within the waters of that portion of Behring Sea belonging to the United States and said district, on waters navigable from the sea by vessels of ten or more tons burden, seized the schooner *Thornton*, her tackle, apparel, boats, cargo, and furniture, being the property of some person or persons unknown to said attorney. The said property is more particularly described as follows, to wit:

1. Schooner *Thornton*, of Victoria, B. C., 4 boats with oars, sails, and gear; carpenter's and caulking tools and materials; 5 tons of coal, 10 yds. of canvas, clock, chronometer, nautical instruments, provisions, sails and running gear, ropes, twine, lamps, oil, casks, buckets, engine and gear, 20 sacks of salt, 403 fur-seal skins, 1 hair-seal skin, 3 pup-seal skins, 4 rifles, 6 shotguns, and arms and ammunition for same, and all other property found upon or appurtenant to said schooner.

That said C. A. Abbey was then and there duly commissioned and authorized by the proper department of the United States to make said seizure.

That all of said property was then and there seized as forfeited to the United States for the following causes:

That said vessel, her captain, officers, and crew were then and there found engaged in killing fur seals within the limits of Alaska Territory and within the waters thereof, in violation of section 1956 of the Revised Statutes of the United States.

That all the said property, after being seized as aforesaid, was brought into the port of Oonalaska in said Territory, and delivered into the keeping of Isaac Anderson, a deputy United States marshal of this district, with the exception of the said arms and ammunition, which latter were brought into the port of Sitka in said district and turned over to the United States marshal of this district, and all of said property is now within the judicial district of Alaska, United States of America.

And the said M. D. Ball, attorney as aforesaid, further informs and alleges:

That on the 1st day of August, 1886, Henry Norman and certain other persons whose names are to said United States attorney unknown, who were then and there engaged on board of the said schooner *Thornton* as seamen and seal hunters, did, under the direction and by the authority of Hans Guttormsen, then and there master of said schooner, engage in killing and did kill, in the territory and district of Alaska, and in the waters thereof, to wit, 20 fur seals, in violation of section 1956 of the Revised Statutes of the United States, in such cases made and provided.

That the said 403 fur-seal skins, 3 pup skins, 1 hair-seal skin, and other goods so seized on board of said schooner *Thornton* constituted the cargo of said schooner at the time of the killing of said fur seals, and at the time of said seizure.

And said attorney saith that all and singular the premises were and are true and within the admiralty and maritime jurisdiction of the United States and of this honorable court, and that by reason thereof and by force of the statutes in such cases made and provided, the aforementioned schooner, being a vessel of over 20 tons burden, and her said tackle, apparel, boats, cargo, and furniture became and are forfeited to the use of the United States.

Wherefore the said attorney prays that the usual process and monition of this honorable court issue in this behalf against said schooner and all said hereinbefore described property to enforce the forfeiture thereof, and requiring notice to be given to all persons to appear and show cause on the return day of said process why said forfeiture should not be decreed; and that after due proceedings are had, all of said property be adjudged decreed and condemned as forfeited to the use of the United States; and for such other relief as may be proper in the premises.

M. D. BALL,
U. S. Dist. Attorney for the District of Alaska.

Dated September 20th, 1886.

On the same day was filed the following demurrer:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA.

United States vs. J. D. Warren and schooner "Thornton." Demurrer.

The demurrer of J. D. Warren, claimant of the property proceeded against in the above cause to the information filed herein.

1st. The said claimant by protestation, not confessing all or any of the matters in said amended information contained to be true, demurs thereto and says that the said matters, in manner and form as the same are in the information stated and set forth, are not sufficient in law for the United States to have and maintain their said action for the forfeiture of the property aforesaid.

2d. The said claimant by protestation denies that this court has jurisdiction to determine or try the question hereby put in issue.

3d. And that the said claimant is not bound in law to answer the same.

Wherefore claimant prays that said information may be dismissed with costs.

W. CLARK & D. A. DINGLEY,
Proctors for Claimant.

Which demurrer was overruled by the court, and on the same day was filed the following answer:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA.

United States vs. J. D. Warren and schooner "Thornton." Answer of claimant.

The answer of J. D. Warren, owner and claimant of the said schooner *Thornton*, her tackle, apparel, cargo, and furniture, as the same are set forth in the information filed herein in behalf of the United States.

And now comes J. D. Warren, claimant as aforesaid, and for answer to the said information against the said schooner *Thornton*, her tackle, apparel, furniture, and cargo, as set forth in said information, says that the said schooner *Thornton*, her tackle, apparel, furniture, and cargo, as set forth in the information mentioned, did not nor did any part thereof become forfeited in manner and form as in said information in that behalf alleged, or at all.

Wherefore the said claimant prays that said information be dismissed, with costs to this claimant attached.

W. CLARK & D. A. DINGLEY,
Proctors for Claimant.

On the 22nd of September, 1886, were filed the following exceptions to answer:

UNITED STATES DISTRICT COURT, DISTRICT OF ALASKA, UNITED STATES OF AMERICA.

United States vs. The Schooner Thornton. No. 50.

The said libellant hereby excepts to the sufficiency of the defendant's answer herein, on the following grounds:

1st. Said answer is not properly or at all verified as required by Rule 27 of the U. S. Admiralty rules.

2nd. Said answer is not full, explicit, or distinct to each or any allegation of the libel herein, as required by said rule,

3rd. Said answer does not deny or admit any of the allegations of fact in said libel, but merely denies a conclusion of law.

M. D. BALL & W. H. PAYSON,
Proctors for Libellant.

SEPTEMBER 21ST, 1886.

Which exceptions were sustained by the court and on the same day was filed the following amended answer:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA.

United States vs. J. D. Warren and Schooner Thornton. Amended answer.

To the honorable LAFAYETTE DAWSON,
Judge of the United States District Court for the District of Alaska:

Hans Guttormson, master of the schooner *Thornton*, intervening for the interest of and in behalf of J. D. Warren, owner and claimant of said schooner *Thornton*, her tackle, apparel, furniture, and cargo, for amended answer to the libel of information herein against said schooner, her tackle, apparel, furniture, and cargo, alleges as follows:

1st. That he denies each and every material allegation in said libel of information contained.

2d. Denies that the said schooner *Thornton*, her tackle, apparel, furniture, cargo, and the property appertaining thereto, as set forth and described in said libel of information, or any part thereof, became forfeited to the United States.

3d. Denies that said schooner, her captain, officers, and crew, or any one of them, were found engaged in killing fur seal within the limits of Alaska Territory, and within the waters thereof, in violation of section 1956 of the Revised Statutes of the United States, as set forth in said libel of information, or at all.

4th. Denies that they killed any number of fur seal or other fur-bearing animals within the waters of Alaska, or the Territory of Alaska, or in any part thereof.

5th. That all and singular the premises herein are true.

Wherefore said master prays that this honorable court will be pleased to pronounce against the libel herein, and that the same may be dismissed with costs to the claimants to be taxed.

W. CLARK & D. A. DINGLEY,
Proctors for Claimant.

UNITED STATES, *District of Alaska, ss:*

Hans Guttormson, being first duly sworn, says he is master of the schooner *Thornton*, that he has heard read the foregoing answer and knows the contents thereof, and that the same is true of his own personal knowledge.

H. GUTTORMSEN.

Subscribed and sworn to before me this 22d day of September, A. D. 1886.

ANDREW T. LEWIS,
Clerk of the U. S. Dist. Court for the District of Alaska.

On the 4th day of October, 1886, the motion cited, page 5, was returned with the following indorsement:

SITKA, *District of Alaska, ss:*

Be it remembered that, in obedience to the annexed monition, I have attached the within described property and now hold the same in my possession subject to the order of this honorable court.

And I have given due notice to all persons claiming said property to be and appear before this district court on the 4th day of October, 1886, at 10 o'clock a. m., if the same shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to make their claims and allegations in that behalf.

And I have caused said notice to be published, and the same has been published in the *Alaskan*, a newspaper published at Sitka, in said district, on the 4th day of September, 1886, and in each issue of said newspaper subsequent thereto until 4th day of October, 1886.

BARTON ATKINS,
Marshal Dist. of Alaska.

SITKA, ALASKA, October 4, 1886.

On the same day was filed the following decree:

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE DISTRICT OF ALASKA,
UNITED STATES OF AMERICA.

United States vs. The Schooner Thornton. No. 50.

The marshal having returned on the monition issued to him in the above-entitled action that in obedience thereto he has attached the said schooner *Thornton*, her tackle, apparel, boats, cargo, and furniture, and has given due notice to all persons claiming the same to appear before this court on this 4th day of October, 1886, at 10 o'clock a. m., at the district of Alaska, United States of America, then and there to interpose their claims and make their allegations in that behalf; and Hans Guttormsen, the captain of said vessel, having heretofore filed a claim to all of said property on behalf of J. D. Warren, of Victoria, B. C., the owner thereof, and no other persons having appeared, and no claims or allegations having been made or filed herein by any other person or persons, and the usual proclamation having been made, and said cause having been heard upon the pleadings and proofs, M. D. Ball, esq., and W. H. Payson, esq., appearing as advocates for said libellant, and W. Clark as advocate for said claimant; and said cause having been submitted to the court for decision, and due deliberation being had in the premises, it is now ordered, sentenced, and decreed as follows:

1st. That all persons whatsoever other than said claimant be, and they are hereby, declared in contumacy and default.

2nd. That the said schooner *Thornton*, her tackle, apparel, boats, and furniture, and her cargo of 403 fur-seal skins, and all other property found upon and appurtenant to said schooner, be, and the same are hereby, condemned as forfeited to the use of the United States.

3rd. That unless an appeal be taken to this decree within the time limited and prescribed by law and the rules of this court, the usual writ of venditioni exponas be issued to the marshal commanding him to sell all of the said property and bring the proceeds into this court to be distributed according to law. Costs to be taxed are awarded against said claimant.

LAFAYETTE DAWSON,
District Judge.

Dated October 4th, 1886.

Done in open court this 4th day of October, 1886, at Sitka, district of Alaska, United States of America.

Clerk.

On the same day was filed the following motion to set aside decree:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA.

United States vs. J. D. Warren and Schooner "Thornton." Motion to set aside decree.

Now come W. Clark and D. A. Dingley, proctors intervening for and in behalf of the claimants herein, and moves the court to set aside the decree rendered herein for the reason that the evidence produced on behalf of the United States is wholly insufficient upon which to base said decree.

W. CLARK & D. A. DINGLEY,
Proctors for Claimant.

Which motion was overruled by the court, and on the same day was filed the following notice of appeal:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA.

United States vs. J. D. Warren and Schooner "Thornton." Notice of appeal.

And now come W. Clark & D. A. Dingley, proctors for and in behalf of the claimant herein, and notifies this honorable court that they hereby appeal from the decree rendered herein to the circuit court having appellate jurisdiction over this district, and that said appeal is taken on questions of law and fact, and prays the court for an order on its clerk to prepare a complete transcript of the records herein, as the law requires.

W. CLARK & D. A. DINGLEY,
Proctors for Claimant.

On the 9th day of February, 1887, was entered the following order :

In the matter of the United States vs. Schooner Onward, Case No. 49 ; Schooner Thornton, Case No 50 ; Schooner Carolena, Case No. 51 ; Schooner San Diego, Case No. 52 ; Arms and Ammunition Schr. Sierra, No. 57 ; Arms and Ammunition Schr. San Diego, No. 58.

In the above causes, upon motion of the attorney for the United States and argument of counsel for the United States and for the interveners in said causes, and consideration by the court, it is this day ordered that writs of venditioni exponas do issue from the clerk of said court to the marshal of said district, for the sale of the attached vessels, with their tackle, cargoes, and furniture of whatsoever description, and of the arms and ammunition attached in said causes, and as to said attached vessels that the sale of the same (except the schooner *San Diego*, which shall be sold at Sitka) shall be made at Port Townsend, in the district of Washington Territory, and as to the seal skins, part of the cargoes of said vessels attached, that sale of the same shall be made at San Francisco, in the district of California, and that sale of said schooner *San Diego* and all the other attached property be made at Sitka, in the district of Alaska. Thirty days' notice of such sale to be given at each of the places where the same are to be made, by posting such notice, or by publication in some newspaper published at such places respectively. And that said marshal do have the moneys arising from such sales, together with the writ commanding the same, at a district court of the United States for this, the said district of Alaska, to be held on the first Monday in September, 1887, and that he then pay the same to the clerk of said court.

CLERK'S OFFICE U. S. DIST. COURT, DISTRICT OF ALASKA,
Sitka, March 10, 1887.

I, Andrew T. Lewis, clerk of the said court, do certify that the foregoing transcript of the record in the case of the United States vs. the schooner *Thornton*, her tackle, apparel, &c., on libel of information pending in said court, has been compared by me with the original, and that it is a correct transcript therefrom and of the whole of such original, except the full text of the exhibits referred to in the testimony therein, the purport of which only is stated, and that the purport of said exhibits is correctly stated, as the same appears of record at my office and in my custody.

Witness my hand and the seal of said court this 10th day of March, 1887.

[SEAL.]

ANDREW T. LEWIS,
Clerk.

No. 15.

Sir L. S. Sackville West to Mr. Bayard.

WASHINGTON, August 11, 1887. (Received August 12.)

SIR: I have the honor to inform you that Her Majesty's Government have received a telegram from the commander-in-chief of Her Majesty's naval forces in the Pacific, dated Victoria, British Columbia, August 7, reporting the seizure by United States cruisers of three British Columbian sealing schooners in Behring's Sea, a long distance from Sitka, and that several other vessels were in sight being towed in.

In conveying this information to you, I am requested at the same time by the Marquis of Salisbury to state that, in view of the assurances given in your note of the 3d of February last, Her Majesty's Government had assumed that pending the conclusion of discussions between the two governments on general questions involved, no further seizures would be made by order of the United States Government.

I have, etc.,

L. S. SACKVILLE WEST,

No. 16.

*Mr. Bayard to Sir L. S. Sackville West.*DEPARTMENT OF STATE,
Washington, August 13, 1887.

SIR: I have the honor to acknowledge the receipt of your note of the 11th instant, received yesterday afternoon, informing me of a telegraphic communication from the commander-in-chief of Her Majesty's naval forces in the Pacific, dated at Victoria, British Columbia, August 7, reporting the seizure of three British Columbian sealing schooners "in Behring Sea, a long distance from Sitka," and that "several other vessels were in sight being towed in."

The reference to my note to you of the 3d of February last, which you make under the instruction of the Marquis of Salisbury, has caused me to examine the expressions contained therein, and I can discover no ground whatever for the assumption by Her Majesty's Government that it contained assurances "that pending the conclusion of discussions between the two Governments on general questions involved, no further seizures would be made by order of the United States Government."

Until your note of the 11th instant was received, I had no information of the seizure of the sealing vessels therein referred to, and have no knowledge whatever of the circumstances under which such seizures have been made.

I shall at once endeavor to supply myself with the information necessary to enable me to reply to you more fully.

The cases of seizure referred to in my note of February 3, 1887, had occurred during the previous August, and upon the basis of the information then obtained I wrote you as follows:

In this connection I take the occasion to inform you that, without conclusion at this time of any questions which may be found to be involved in these cases of seizure, orders have been issued by the President's direction for the discontinuance of all pending proceedings, the discharge of the vessels referred to, and the release of all persons under arrest in connection therewith.

Having no reason to anticipate any other seizures, nothing was said in relation to the possibility of such an occurrence, nor do I find in our correspondence on the subject any grounds for such an understanding as you inform me had been assumed to exist by Her Britannic Majesty's Government.

A short time since, when you called upon me and personally obtained copies of the record of the judicial proceedings in the three cases of seizure in August last in Behring Sea, nothing was said in relation to other cases. Whether the circumstances attendant upon the cases which you now report to me are the same as those which induced the Executive to direct the releases referred to, remains hereafter to be ascertained, and this with as little delay as the circumstances will permit.

I have, etc.,

T. F. BAYARD.

No. 17.

*Marquis of Salisbury to Sir L. S. Sackville West.**

FOREIGN OFFICE, September 10, 1887.

SIR: By a dispatch of the 30th October last (No. 214) the late Earl of Iddesleigh instructed you to call the attention of the United States

* Left at the Department of State by Sir L. S. Sackville West, Sept. 23, 1887.

Secretary of State to the circumstances of the seizure in Behring's Sea, by the American cruiser *Corwin*, of some British Canadian vessels; and his lordship directed you to state to Mr. Secretary Bayard that Her Majesty's Government felt sure that if the proceedings which were reported to have taken place in the United States district court were correctly described the United States Government would admit their illegality, and would cause reasonable reparation to be made to the British subjects for the wrongs to which they had been subjected and for the losses which they had sustained.

By a previous dispatch of the 9th September, you had been desired to ask to be furnished with any particulars which the United States Government might possess relative to the seizures in question; and on the 10th October you were instructed to enter a protest on behalf of Her Majesty's Government, and reserve for consideration hereafter all rights to compensation.

Nearly four months having elapsed without any definite information being furnished by the United States Government as to the grounds of the seizures, my predecessor instructed you, on the 8th of June [January?] last, to express to Mr. Bayard the concern of Her Majesty's Government at the delay, and to urge the immediate attention of the United States Government to the action of the American authorities in their treatment of these vessels and of their masters and crews.

On the 3d February Mr. Bayard informed you that the record of the judicial proceedings which he had called for was shortly expected to reach Washington, and that, without conclusion at that time of any questions which might be found to be involved in these cases of seizures, orders had been issued by the President's direction for the discontinuance of all pending proceedings, the discharge of the vessels referred to, and the release of all persons under arrest in connection therewith.

On the 4th of April, under instructions from me, you inquired of Mr. Bayard, in view of the approaching fishing season in Behring's Sea, whether the owners of British vessels might rely when not near land on being unmolested by the cruisers of the United States, and you again asked when the record of the judicial proceedings might be expected.

Mr. Bayard informed you, in reply (12th April), that the papers referred to had reached him and were being examined; that there had been unavoidable delay in framing appropriate regulations and issuing orders to the United States vessels to police the Alaskan waters; that the Revised Statutes relating to Alaska, sections 1956 and 1971, contained the laws of the United States in relation to the matter; and that the regulations were being considered, and he would inform you at the earliest day possible what had been decided, so that British and other vessels might govern themselves accordingly.

In view of the statements made by Mr. Bayard in his note of the 3d February, to which I have referred above, Her Majesty's Government assumed that, pending a conclusion of the discussion between the two Governments on the general question involved, no further similar seizures of British vessels would be made by order of the United States Government. They learn, however, from the contents of Mr. Bayard's note of the 13th ultimo, inclosed in your dispatch, No. 245, of the 15th ultimo, that such was not the meaning which he intended should be attached to his communication of the 3d February; and they deeply regret to find a proof of their misinterpretation of the intentions of the United States Government from an announcement recently received from the commander-in-chief of Her Majesty's naval forces in the Pacific, that several more British vessels engaged in seal hunting

In Behring's Sea have been seized when a long distance from land by an American revenue vessel.

Her Majesty's Government have carefully considered the transcript record of the judicial proceedings in the United States district court in the several cases of the schooners *Carolina*, *Onward*, and *Thornton*, which were communicated to you in July, and were transmitted to me in your dispatch, No. 196, of the 12th of that month, and they can not find in them any justification for the condemnation of those vessels.

The libels of information allege that they were seized for killing fur seal within the limits of Alaska Territory, and in the waters thereof, in violation of section 1956 of the Revised Statutes of the United States; and the United States Naval Commander Abbey certainly affirmed that the vessels were seized within the waters of Alaska and the Territory of Alaska, but according to his own evidence, they were seized 75, 115, and 70 miles, respectively, south-southwest of St. George's Island.

It is not disputed, therefore, that the seizures in question were effected at a distance from land far in excess of the limit of maritime jurisdiction, which any nation can claim by international law, and it is hardly necessary to add that such limit can not be enlarged by any municipal law.

The claim thus set up appears to be founded on the exceptional title said to have been conveyed to the United States by Russia at the time of the cession of the Alaska Territory.

The pretension which the Russian Government at one time put forward to exclusive jurisdiction over the whole of Behring Sea was, however, never admitted either by this country or the United States of America. On the contrary, it was strenuously resisted, as I shall presently show, and the American Government can hardly claim to have received from Russia rights which they declared to be inadmissible when asserted by the Russian Government. Nor does it appear from the text of the treaty of 1867 that Russia either intended or purported to make any such grant, for by Article I of that instrument Russia agreed to cede to the United States all the territory and dominion then possessed by Russia "on the continent of America and in the adjacent islands" within certain geographical limits described, and no mention was made of any exclusive right over the waters of Behring Sea.

Moreover, whatever rights as regards their respective subjects and citizens may be reciprocally conferred on the Russian and American Governments by treaty stipulation, the subjects of Her Majesty can not be thereby affected, except by special arrangement with this country.

With regard to the exclusive claims advanced in times past by Russia, I transmit to you documents communicated to the United States Congress in 1822, which show the view taken by the American Government of these pretensions.

In 1821 the Emperor of Russia had issued an edict establishing "rules for the limits of navigation and order of communication along the coast of the eastern Siberia, the northwestern coast of America, and the Aleutian, Kurile, and other islands."

The first section of the edict said :

The pursuit of commerce, whaling, and fishing, and of all other industry on all islands, ports, and gulfs, including the whole of the northwest coast of America, beginning from Behring Straits to the 51st degree of northern latitude; also from the Aleutian Islands to the eastern coast of Siberia, as well as along the Kurile Islands from Behring Straits to the south cape of the Island of Urup, viz, to the 45° 50' of northern latitude, is exclusively granted to Russian subjects.

And section 2 stated :

It is, therefore, prohibited to all foreign vessels, not only to land on the coast and islands belonging to Russia, as stated above, but also to approach them within less than 100 Italian miles. The transgressor's vessel is subject to confiscation, along with the whole cargo.

A copy of these regulations was officially communicated to the American Secretary of State by the Russian minister at Washington on the 11th February, 1822, whereupon Mr. Quincy Adams, on the 25th of that month, after informing him that the President of the United States had seen with surprise the assertion of a territorial claim on the part of Russia extending to the fifty-first degree of north latitude on the American continent, and a regulation interdicting to all commercial vessels other than Russian upon the penalty of seizure and confiscation the approach upon the high seas within 100 Italian miles of the shores to which that claim was made to apply, went on to say that it was expected, before any act which should define the boundary between the territories of the United States and Russia, that the same would have been arranged by treaty between the parties, and that "to exclude the vessels of American citizens from the shore beyond the ordinary distance to which territorial jurisdiction extended has excited still greater surprise;" and Mr. Adams asked whether the Russian minister was authorized to give explanations of the "ground of right upon principles generally recognized by the laws and usages of nations which can warrant the claims and regulations."

The Russian minister in his reply, dated the 28th February, after explaining how Russia had acquired her possessions in North America, said:

I ought, in the last place, to request you to consider, sir, that the Russian possessions in the Pacific Ocean extend on the northwest coast of America from Behring's Strait to the 51st degree of north latitude, and on the opposite side of Asia and the islands adjacent from the same strait to the 45th degree. The extent of sea of which these possessions form the limits comprehends all the conditions which are ordinarily attached to shut seas (*'mers fermées'*), and the Russian Government might consequently judge itself authorized to exercise upon this sea the right of sovereignty, and especially that of entirely interdicting the entrance of foreigners; but it preferred only asserting its essential rights without taking advantage of localities.

On the 30th March Mr. Adams replied to the explanations given by the Russian minister. He stated that, with respect to the pretension advanced in regard to territory, it must be considered not only with reference to the question of territorial rights, but also to that prohibition to the vessels of other nations, including those of the United States, to approach within 100 Italian miles of the coasts. That from the period of the existence of the United States as an independent nation their vessels had freely navigated these seas, the right to navigate them being a part of that independence; and with regard to the suggestion that "the Russian Government might have justified the exercise of sovereignty over the Pacific Ocean as a close sea, 'because it claims territory both on its American and Asiatic shores,' it may suffice to say that the distance from shore to shore on this sea, in latitude 51° north, is not less than 90° of longitude or 4,000 miles." Mr. Adams concluded as follows:

The President is persuaded that the citizens of this Union will remain unmolested in the prosecution of their lawful commerce, and that no effect will be given to an interdiction manifestly incompatible with their rights.

The convention between the United States of America and Russia of the 17th April, 1824, put an end to any further pretension on the part of

Russia to restrict navigation or fishing in Behring Sea so far as American citizens were concerned; for by Article I it was agreed that in any part of the Great Ocean, commonly called the Pacific Ocean or South Sea, the respective citizens or subjects of the high contracting powers shall neither be disturbed nor restrained, either in navigation or fishing, saving certain restrictions which are not material to the present issue; and a similar stipulation in the convention between this country and Russia in the following year (15th May, 1825), put an end as regarded British subjects to the pretensions of Russia to which I have referred, and which had been entirely repudiated by Her Majesty's Government in correspondence with the Russian Government in 1821 and 1822, which for your more particular information I inclose herein.

Her Majesty's Government feel sure that, in view of the considerations which I have set forth in this dispatch, which you will communicate to Mr. Bayard, the Government of the United States will admit that the seizure and condemnation of these British vessels and the imprisonment of their masters and crews were not warranted by the circumstances, and that they will be ready to afford reasonable compensation to those who have suffered in consequence, and issue immediate instructions to their naval officers which will prevent a recurrence of these regrettable incidents.

I am, etc.,

SALISBURY.

No. 18.

Sir L. S. Sackville West to Mr. Bayard.

BRITISH LEGATION,

Washington, September 29, 1887. (Received September 29.)

SIR: I have the honor to inform you that Her Majesty's Government have been officially informed that the British vessels, mentioned in your note of the 3d of February last, have not been released, and that I am instructed to inquire the reason for the delay in complying with the orders sent to this effect, as stated in your above-mentioned note.

I have, etc.,

L. S. SACKVILLE WEST.

No. 19.

Sir L. S. Sackville West to Mr. Bayard.

WASHINGTON, October 4, 1887. (Received October 5.)

SIR: I have the honor to inclose herewith a letter addressed to the United States district attorney and United States marshal at Sitka, which has been forwarded to me by the governor-general of Canada for transmission to you.

Lord Lansdowne states that this letter came into the possession of the Canadian government through the captain of the sealing schooner *Alfred Adams*, to whom it was given by the first lieutenant of the United States revenue-cutter *Richard Rush*, after boarding the said schooner and confiscating the skins and arms contained in her.

His excellency adds, by way of explanation, that the envelope of the letter which is described by the minister of marine in the report transmitting it as sealed and unopened appears to have been worn through at one end in transmission by post.

I have, etc.,

L. S. SACKVILLE WEST.

[Inclosure.]

Captain Shepard to the United States district attorney and United States marshal of Alaska.

U. S. REVENUE STEAMER RUSH,
Behring Sea, August 6, 1887.

GENTLEMEN: I have the honor to inform you that I have this day seized the British schooner *Alfred Adams*, of Victoria, B. C., W. H. Dyer, master, and Hugh McKay, of Victoria, B. C., managing owner, for violation of law, section 1956, Revised Statutes.

I have taken the seal skins (which will be delivered to the United States deputy marshal at Oonalaska) and his arms on board the United States revenue steamer *Rush*, and ordered the captain to proceed with his vessel to Sitka, Alaska, and on his arrival to set his crew at liberty, and to report in person to you, and I have to request that you will take charge of this vessel and her officers until I can appear in the United States district court against them, about September 1 next.

I am, etc.,

L. G. SHEPARD,
Captain United States Revenue Marine.

No. 20.

Mr. Bayard to Mr. Garland.

DEPARTMENT OF STATE,
Washington, October 7, 1887.

SIR: I have the honor to transmit to you herewith, for your information, a copy of a note to this Department from the British minister at this capital, inclosing a letter, addressed to the United States district attorney and the United States marshal at Sitka; and stating the manner in which it reached the minister's hands.

I have, etc.,

T. F. BAYARD.

No. 21.

Mr. Bayard to Mr. Garland.

DEPARTMENT OF STATE,
Washington, October 8, 1887.

SIR: With reference to the copy of your telegram of the 28th of January, which accompanied your letter of the 21st of May, 1887, to this Department, relative to the order issued by you for the release of the British sealing vessels *Carolina*, *Onward*, and *Thornton*, I have now the honor to inclose herewith, for your information, a copy of a note from Sir

Lionel West, Her Britannic Majesty's minister at this capital, in which it is alleged that the vessels in question have not been released.

In view of the fact the minister was informed, on the 3d of February last, that the order for the discharge of the vessels referred to had been issued, I shall feel much obliged if you will kindly cause this Department to be furnished with such information as will enable me to reply fully to Sir Lionel West's note.

I have, etc.,

T. F. BAYARD.

No. 22.

Mr. Bayard to Sir L. S. Sackville West.

DEPARTMENT OF STATE,
Washington, October 11, 1887.

SIR: I have the honor to acknowledge your note of the 29th ultimo, stating that Her Majesty's Government had been officially informed that the British vessels referred to in my note to you of the 3d of February last had not been released, and asking the reason for the delay in complying with the orders of the Executive in that regard.

Upon receiving your note I at once wrote to my colleague, the Attorney-General, as the head of the Department of Justice, in order that I might be enabled to reply satisfactorily to your inquiry.

I am still without answer from him, which, when received, shall be promptly communicated to you.

In the meantime, in acknowledging your note I take occasion to state my impression that if the three vessels seized and ordered to be released have not been repossessed by their owners, it is not because of any hindrance on the part of any official of this Government, or failure to obey the order for release, but probably because of the remoteness of the locality (Sitka) where they were taken after arrest for adjudication, and the proceedings having been *in rem*, the owners have not seen proper to proceed to Alaska and repossess themselves of the property in question.

Accept, sir, etc.,

T. F. BAYARD.

No. 23.

Sir L. S. Sackville West to Mr. Bayard.

WASHINGTON, October 12, 1887. (Received October 13.)

SIR: In connection with the representation which I was instructed to make to you respecting the seizure of the British schooners *Onward*, *Carolina*, and *Thornton*, by the United States cruiser *Corwin*, in Behring's Sea, I have the honor to inform you that I am now further instructed to make similar representations in the cases of the British Columbian vessels *Grace*, *Dolphin*, and *W. P. Sayward*, seized lately by the United States revenue-cutter *Richard Rush*, and at the same time, as in the

cases of the *Onward*, *Carolina*, and *Thornton*, to reserve all rights to compensation on behalf of the owners and crews.

I am also instructed to point out to you that according to the deposition of the mate of the *W. P. Sayward*, a copy of which is inclosed, no seals had been taken by her crew in Behring's Sea, as is alleged in the libels of information filed on behalf of the United States district attorney in the district court of Alaska.

I have, etc.,

L. S. SACKVILLE WEST.

[Inclosure.]

Deposition of Andrew Lang, mate of the schooner W. P. Sayward.

DECLARATION.

I, Andrew Lang, of Victoria, mate of the British schooner *W. P. Sayward*, do solemnly and sincerely declare—

That I left Victoria, British Columbia, in the schooner *W. P. Sayward* on the 16th day of May, 1887, bound on a sealing voyage, with a crew of seven men and sixteen Indian hunters, with eight canoes.

We commenced sealing off Cape Scott, on the north of Vancouver Island, and killed 479 fur seals in the Pacific Ocean, and entered the Bering's Sea on July 2, 1887, passing between Umnak Island and the Island of the Four Mountains. The weather was very thick and foggy, and we did no sealing in Bering's Sea in consequence.

On the 9th July we were captured by the United States steamer *Richard Rush*, being then from 30 to 40 miles off the nearest land. We were taken in tow to Ounalaska, where we arrived on the 10th of July, and they laid us alongside the steamer *St. Paul*, belonging to the Alaska Commercial Company. They removed the seal skins and took them ashore to the wharf and put them in the company's warehouse, and they resalted the skins with salt taken from our vessel. They put an officer from the *Rush* on board and towed us out to sea and told us to go to Sitka.

We arrived there on the 22d July, and on the next day an investigation was held before Judge Dawson, who bound us over to appear on the 22d of August for trial. The vessel was left in charge of the United States officers, and we were only allowed to remove our clothing. The Indians were left to find their way home as they could. They were about 700 miles from their villages.

I further say that when we were taken I spoke to the captain of the *Rush*, and told him we had not taken a seal in Behring's Sea. He replied, "I am sorry for you; I have to obey orders, and take everything I come across in Behring's Sea."

And I make this solemn declaration by virtue of the act passed in the thirty-seventh year of Her Majesty's reign, entitled "An act for the suppression of voluntary and extra-judicial oaths."

A. LANG.

Taken and declared before me at Victoria this 8th day of August, 1887.

M. W. TYRWHITT DRAKE,
Notary Public.

No. 24.

Mr. Garland to Mr. Bayard.

DEPARTMENT OF JUSTICE,

Washington, October 12, 1887. (Received October 13.)

SIR: In reply to your letter of the 3d instant, inclosing copy of letter from Hon. L. S. Sackville West, with reference to the vessels *Carolina*, *Onward*, and *Thornton*, yesterday I received a letter from the marshal, Barton Atkins, stating in substance that my telegram of the 26th

of January had been thought to be not genuine, and had not been acted upon. To-day I sent him the following telegram :

As the seal skins at San Francisco are perishable, have sale made. Thirty days' leave is granted for that purpose. Let the vessels *Carolena*, *Onward*, and *Thornton* be released, as ordered in mine of the 26th of January ultimo.

I trust this will be obeyed, and the vessels released as directed.

Yours, etc.,

A. H. GARLAND,
Attorney-General.

No. 25.

Mr. Bayard to Sir L. S. Sackville West.

DEPARTMENT OF STATE,
Washington, October 13, 1887.

SIR: Continuing my reply to your note of the 29th ultimo, inquiring the reason for the delay in complying with the order issued in January last for the release of British vessels seized last year in Behring Sea, I beg leave to inform you that I have this day received a communication from my colleague, the Attorney-General, informing me that his telegram to the United States marshal at Sitka, of January 26 last, ordering the release of the British schooners *Onward*, *Carolena*, and *Thornton*, owing to some misconception and mistake on the part of the official to whom it had been addressed, had not been acted upon.

A renewed order has gone forward for their release, as has been distinctly directed last January, and which I had no reason to doubt had been promptly obeyed.

In my note to you of the 11th instant, I stated it to be my impression that no hindrance to their repossession by the owners of the vessels named existed. This impression it now appears was not well founded; and as my object is to give you the fullest information within my power in relation to all transactions touched in our correspondence, I hasten to communicate the latest report made to me from the Department of Justice.

I take leave also to express my regret that any misconception of the intentions and orders of the President should have delayed their prompt execution.

I have, etc.,

T. F. BAYARD.

No. 26.

Mr. Bayard to Sir L. S. Sackville West.

DEPARTMENT OF STATE,
Washington, October 13, 1887.

SIR: I have the honor to acknowledge your note of yesterday, in relation to the cases of seizure of the British schooners *Onward*, *Carolena*, and *Thornton*, in Behring Sea, by United States revenue vessels, in August, 1886, and also your instructions to include by similar representations the cases of the British Columbian vessels *Grace*, *Dolphin*, and *W. P. Sayward*, seized by the United States revenue authorities

in Behring Sea, with notification that Her Britannic Majesty's Government reserves all right to compensation on behalf of the owners and crews of the above-mentioned vessels. The affidavit of the mate of the *W. P. Sayward* has been read, and the facts therein stated will be at once investigated.

I have, etc.,

T. F. BAYARD.

No. 27.

Mr. Bayard to Mr. Graland.

[Extract.]

DEPARTMENT OF STATE,
Washington, October 13, 1887.

SIR: I beg to acknowledge your communication of yesterday's date, by which I am surprised to learn of the failure of the United States marshal at Sitka to obey the instruction of the President of January 26 last, for the immediate release of the British sealers *Onward*, *Carolina*, and *Thornton*. I have felt it to be my duty at once to communicate this information to the British minister at this capital.

I have, etc..

T. F. BAYARD.

No. 28.

Mr. Garland to Mr. Bayard.

DEPARTMENT OF JUSTICE,
Washington, October 15, 1887. (Received October 17.)

SIR: I have the honor to say, in reply to your letter of the 13th instant, in relation to the release of the vessels *Carolina*, *Onward*, and *Thornton*, that before your request was received I had repeated the instructions by telegraph to the marshal for Alaska, and since its receipt have, as you suggested, supplemented the telegram by a letter, both of these communications directing that the instructions of January last be carried out.

Very respectfully,

A. H. GARLAND.

No. 29.

Sir L. S. Sackville West to Mr. Bayard.

WASHINGTON, October 19, 1887. (Received October 21.)

SIR: I have the honor to inform you that I am instructed by the Marquis of Salisbury, Her Majesty's principal secretary of state for foreign affairs, to protest against the seizure of the Canadian vessel *Alfred Adams*, in Behring Seas, and against the continuation of similar proceedings by the United States authorities on the high seas.

I have, etc.

L. S. SACKVILLE WEST.

No. 30.

*Mr. Bayard to Sir L. S. Sackville West.*DEPARTMENT OF STATE,
Washington, October 22, 1887.

SIR: I had the honor of receiving last evening your note of the 19th instant, conveying the instruction to you by the Marquis of Salisbury that you should protest against the seizure of the Canadian vessel *Alfred Adams* in Behring Sea, and against the continuance of similar proceedings by the United States authorities on the high seas; and I have, etc.,

T. F. BAYARD.

No. 31.

Sir L. S. Sackville West to Mr. Bayard.

WASHINGTON, October 26, 1887. (Received October 27.)

SIR: With reference to my note of the 19th instant, protesting against the seizure of the British schooner *Alfred Adams*, I have the honor to transmit to you herewith copy of the report of the Canadian minister of marine and fisheries and other papers relating thereto.

I have, etc.,

L. S. SACKVILLE WEST.

[Inclosure 1.]

REPORT OF GEORGE E. FOSTER, CANADIAN MINISTER OF MARINE AND FISHERIES.

DEPARTMENT OF FISHERIES—CANADA,
Ottawa, September 15, 1887.

With reference to previous correspondence concerning the seizure and detention of Canadian sealing vessels by the United States authorities in Behring Sea, the minister of marine and fisheries begs to submit for the consideration of his excellency the governor-general in council, the following papers:

(a) A letter from Collector Hamley, of Victoria, B. C., dated September 1, 1887, inclosing certain papers in reference to the seizure of the Canadian sealing schooner *Alfred Adams* in Behring Sea.

(b) The declaration of William Henry Dyer, of Victoria, British Columbia, master of the Canadian schooner *Alfred Adams*;

(c) A certificate of seizure of the *Alfred Adams*, signed by L. G. Shepard, captain of the United States revenue steamer *Rush*.

(d) A sealed and unopened letter directed to the United States district attorney and United States marshal, Sitka, Alaska.

(e) A letter from Collector Hamley, of Victoria, British Columbia, dated July 26, relating to the detention of the Canadian schooners *Onward*, *Carolina*, and *Thornton*, seized in August, 1886, by the United States cutter *Corwin* in Behring Sea.

(f) Copy of a telegram and order purporting to be from the United States Attorney-General and Judge Dawson, respectively, relating to the release of the above-named vessels, and

(g) A letter dated September 3, 1887, from the law firm of Drake, Jackson & Helmcken, of Victoria, containing additional information relating to the same.

From the above-mentioned papers it appears that on the 6th August, 1887, the Canadian schooner *Alfred Adams*, whilst engaged in catching seals in the open sea more than 50 miles distant from the nearest land, was forcibly seized by an armed vessel of the United States, her ship's papers taken, her cargo of seal skins, 1,386 in number, together with all her arms, ammunition, and fishing implements transferred to the United States cutter, and her captain ordered to proceed, with sealed orders, to

Sitka, and to deliver himself, his vessel and men, into the hand of the United States marshal at that place.

This treatment of the *Alfred Adams* whilst peaceably pursuing her lawful calling on the high seas is but a repetition of the unjustifiable seizures of Canadian vessels made by the United States authorities in Behring Sea, and which have been dealt with at length in previous reports to council.

The minister, therefore, does not consider it necessary in this instance to traverse the ground already so fully covered, and recommends that a copy of this report, with the papers attached, be forwarded to Her Majesty's Government for their earnest and immediate consideration, and that a copy thereof be sent to the British minister at Washington, together with the sealed letter given by Captain Shepard to the master of the *Adams*, with the request that it be forwarded to Mr. Secretary Bayard.

With reference to the attached papers E, F, and G, the minister observes that from the first (E) it appears that inquiries made by the collector of customs at Victoria, British Columbia, in July last, resulted in his obtaining the information that Judge Dawson had up to that date received no orders for the release of the Canadian sealing vessels seized in 1886, that the vessels had not been sold, and remained still under seizure, and that Judge Dawson, when questioned as to the report that a telegram had been sent to him by the Attorney-General of the United States ordering the release of the vessels, had replied that he had heard of this report before, but that nothing of the kind had reached either himself or the United States marshal at Sitka. The paper marked F purports to be a copy of a telegram dated January 26, 1887, from the United States Attorney-General Garland to Judge Dawson, ordering him to release the vessels seized in August preceding, and of an order founded thereon from Judge Dawson to the United States marshal at Sitka bearing date February 19, 1887, directing him to "release the *Carolina*, *Onward*, *Thornton*, and *San Diego*, together with all their tackle, apparel, skins, guns, ammunition, small boats, and everything pertaining to said vessels." The third paper, marked G, is a copy of a letter from the law firm of Drake, Jackson & Helmcken, of Victoria, British Columbia, to the minister of justice, informing him that they are advised that a telegram was received by Judge Dawson from the United States Attorney-General, ordering the release of the vessels above referred to; that Judge Dawson did issue an order accordingly, but that he afterwards rescinded the order on the assumption that the telegram was a forgery, and that since "no official letters of any sort, either confirming the telegram or respecting the affair, has been received at Sitka."

The minister observes that if the information conveyed in the above-mentioned papers is correct, of which there appears no reasonable doubt, it reveals a state of affairs by no means satisfactory.

On the 3d of February, 1887, Mr. Secretary Bayard informed the British minister at Washington that "orders have been issued by the President's direction for the discontinuance of all pending proceedings, the discharge of the vessels referred to and the release of all persons under arrest in connection therewith." A telegram in accordance with Mr. Bayard's communication appears to have been sent to Alaska, and an order based thereon to have been issued by the district judge, but to have been afterwards rescinded, and no further action has been taken up to date of latest information. Meanwhile the vessels remain under seizure, the seal skins are forfeited, and the property of Canadian citizens forcibly withheld from them under circumstances which involve very great loss and damage.

The minister further observes that with a view of guiding the action of Canadian citizens interested in sealing in the northern seas, repeated attempts were made previous to the commencement of the present season to obtain an official expression from the United States Government of the policy they proposed to pursue in their treatment of foreign vessels sealing in Behring Sea, but that these efforts proved altogether unavailing. From Mr. Bayard's communication of February 3, 1887, above referred to, the fair inference, however, was to be drawn that until the question in dispute between the two Governments as to the legality of the previous seizures had been finally disposed of, no further seizures would be made. And there is no doubt that on the strength of this communication, and in the absence of any explicit statement of policy to the contrary, Canadian citizens did, in the beginning of the present season, embark upon their customary sealing expeditions to Behring Sea, under the reasonable impression that they would not be interfered with by the United States authorities so long as they conducted their operations in the open sea; only, however, to find their vessels seized, their property confiscated, and their ventures completely ruined.

It is respectfully submitted that this condition of affairs is in the highest degree detrimental to the interests of Canada, and should not be permitted to continue. For nearly two years Canadian vessels have been exposed to arbitrary seizure and confiscation in the pursuit of a lawful occupation upon the high seas, and Canadian citizens subjected to imprisonment and serious financial loss, while an important and remunerative Canadian industry has been threatened with absolute ruin. This

course of action has been pursued by United States officers in opposition to the contention in the past of their Government in regard to the waters in which these seizures have taken place, in violation of the plainest dictates of international law and in the face of repeated and vigorous protests of both the Canadian and British Governments.

The minister advises that Her Majesty's Government be again asked to give its serious and immediate attention to the repeated remonstrances of the Canadian government against the unwarrantable action of the United States in respect to Canadian vessels in Behring Sea, with a view to obtain a speedy recognition of its just rights and full reparation for the losses sustained by its citizens.

The whole respectfully submitted.

GEO. E. FOSTER,
Minister of Marine and Fisheries.

[Inclosure 2.]

Mr. Hamley to Mr. Foster.

CUSTOM-HOUSE,
Victoria, July 26, 1887.

DEAR SIR: Captain Carrol, master of the American steamer *Olympian*, has been taking parties of excursionists to Sitka and I asked him to see the judge, Mr. Dawson, and find out something we could trust respecting the seized vessels. Dawson told him he had received no orders whatever for the release of the vessels—they have not been sold—and remain as they were, under seizure. Captain Carrol told Dawson of the telegram dated last January, purporting to have been sent by Mr. Garland, Attorney-General at Washington, in the President's name, ordering the vessels to be released. Dawson said he had heard of it before and that it must have been, as he termed it, a "put up thing," as nothing of the kind had reached either himself or the United States marshal at Sitka.

The serious part is that our people, trusting to the story of the order for release, have sent thirteen vessels again this year to the sealing grounds. One has been seized already and if the others fall in the way of the revenue cutters they will probably be seized also. I may perhaps learn something more from the admiral when he returns from Alaska, and if so I will write to you again.

Yours, very truly,

W. HAMLEY.

[Inclosure 3.—Copy of telegram.]

WASHINGTON, D. C., January 26, 1887.

Judge LAFAYETTE DAWSON and
M. D. BALL,

United States district attorney, Sitka, Alaska:

I am directed by the President to instruct you to discontinue any further proceedings in the matter of the seizure of the British vessels *Carolina*, *Onward*, and *Thornton*, and discharge all vessels now held under such seizure and release all persons that may be under arrest in connection therewith.

A. H. GARLAND,
Attorney-General.

[Inclosure 4.—Copy of order.]

BARTON ATKINS,

United States marshal for the district of Alaska:

You are hereby directed to release the vessels *Carolina*, *Onward*, *Thornton*, and *San Diego*, which were seized in Behring Sea for violation of section 1956, United States Statutes, together with their tackle, apparel, skins, guns, ammunition, small boats, and everything pertaining to said vessels, this 19th day of February, 1887.

LAFAYETTE DAWSON,
District Judge, District of Alaska.

[Inclosure 5.]

*Mr. Hamley to Mr. Foster.*CUSTOM-HOUSE,
Victoria, September 1, 1887.

SIR: On the 7th of August the master of the United States revenue cutter *Rush*, seized in Behring Sea, 60 miles from any land, the Canadian schooner *Alfred Adams*. Her register, clearance, guns, and ammunition, and the seal-skins she had taken, 1,386, were all taken from her and the vessel herself ordered to Sitka. No one from the revenue-cutter was put on board by Captain Shepard, and the master of the *Alfred Adams*, instead of going as he was ordered to Sitka, returned to Victoria, arriving here August 31. I forwarded the master's deposition before a notary public and what Captain Shepard is pleased to term a certificate of the schooners' seizure by himself. Mr. Drake, a solicitor, is at Sitka waiting for the cases to be heard in court. The trial was delayed for the arrival of the *Rush*, and she was expected about the beginning of this month. Mr. Drake will no doubt report to the minister of justice.

I have, etc.,

W. HAMLEY.

I also inclose a sealed letter, addressed by Captain Shepard to the district attorney and United States marshal at Sitka, which the master of the *Alfred Adams* brought down with him, and which you can deal with in any way you think fit.

W. HAMLEY.

[Inclosure 6.]

CERTIFICATE OF SEIZURE OF THE ALFRED ADAMS.

U. S. REVENUE STEAMER RUSH,
*Behring Sea, August 6, 1887.**To whom it may concern:*

This will certify that I have this day seized the British schooner *Alfred Adams*, of Victoria, B. C., Capt. W. H. Dyer, master, for violation of law, and have taken charge of his ship's papers, viz, register, shipping articles, clearance, bill of health, and log-book; also her arms and seal-skins.

Very respectfully,

L. G. SHEPARD,
Captain United States Revenue Marine.

[Inclosure 7.]

In the matter of the seizure of the sealing schooner "Alfred Adams," by the United States revenue-cutter Richard Rush.

I, William Henry Dyer, of Victoria, B. C., master mariner, do solemnly and sincerely declare that—

(1) I am the master of the schooner *Alfred Adams*, of the port of Victoria, British Columbia, engaged in the business of catching seals. On the 6th of August, 1887, while on board the said schooner and in command of the same, being in latitude $54^{\circ} 48'$ north, and longitude $167^{\circ} 49'$ west, the United States revenue-cutter *Richard Rush* steamed alongside, lowered a boat commanded by the first lieutenant and boat's crew. The said lieutenant came on board the said *Alfred Adams* and ordered me to take the ship's register, log-book, articles, and all others of the ship's papers on board the *Richard Rush*. In obedience to his command, I took all said papers and accompanied the said lieutenant on board the *Rush*. When I arrived on board the *Rush* the captain of the *Rush* asked me what was my business in the Behring Sea. I replied, taking seals. He inquired how many skins I had; I replied, 1,386. He then said he would seize the ship, take the skins, arms, ammunition and spears. I stated I did not think the ship was liable to seizure, as we had never taken a seal within 60 miles of Oonaska nor nearer St. Paul's than 60 miles south of it, and that we had never been notified that the waters were prohibited unless landing and taking them from the island of St. Paul. He stated he must obey the orders of his Government, and that our Government and his must settle the matter, and ordered me to proceed on board the said schooner and deliver up my arms, ammunition, and skins, and spears. He sent two boats belonging to the *Rush*, in charge of the first and second lieuten-

ants of the *Rush*, respectively, and manned with sailors from the *Rush*, who came on board the said schooner. (I returned in company with the first lieutenant.)

They took from the said schooner 1,386 skins, 4 kegs powder (3 triple F and 1 blasting powder), 500 shells, 3 cases caps and primers, 9 breech-loading double-barreled shot-guns, 1 Winchester rifle, all in good order, and 12 Indian spears, and he then gave me a sealed letter addressed to the United States marshal and United States district attorney at Sitka. He also gave me an acknowledgment of the goods taken, and also gave me a certificate that the said schooner was under seizure, and after being alongside for about three and a half hours I received orders in writing to proceed to Sitka and report to the United States district attorney and marshal. We then parted company. My crew consisted of myself, mate, two seamen, one Chinese cook, and twenty-one Indians. Previous to the said seizure we had spoken the schooner *Kate*, of Victoria, and had been informed by the mate of that vessel that the crews (and particularly the Indians) taken to Sitka on schooners previously seized had been very badly treated. The Indians became very mutinous on learning that we were to proceed to Sitka and report to the United States authorities and declared they would not go to Sitka, and to avoid trouble I came to Victoria instead of going to Sitka. I arrived in Victoria on the 31st of August, 1887, at about 7 p. m.

And I make this solemn declaration conscientiously, believing the same to be true, and by virtue of the oaths ordinance, 1869.

W. H. DYER.

Declared before me this 1st day of September, A. D. 1887, at Victoria, British Columbia.

H. DALLAS HELMCKEN,
A Notary Public in and for the Province of British Columbia.

[Inclosure 8.]

Messrs. Drake, Jackson, and Helmcken to Mr. Thompson.

VICTORIA, B. C., September 3, 1887.

SIR: We have the honor to inform you that we are in receipt of letter from our Mr. Drake, written from Sitka, under date August 25, in which he states that a telegram was received at Sitka, relative to the schooners seized last year, from the United States Attorney-General Garland directing their release and discharge of the men. The judge gave an order accordingly, which was afterwards rescinded on the assumption that the telegram was a forgery. No official letter of any sort, either confirming the telegram or respecting the affair, has been received at Sitka. The schooners now seized and at Sitka are the *Anna Beck*, *W. P. Sayward*, *Dolphin*, and *Grace*. The *Alfred Adams* was also seized. The trial of the present men, Mr. Drake states, would not take place until after the arrival of the revenue-cutter *Rush*; also that, judging from the past and the views held by the court, the result would most probably be the same, and urges that immediate steps should be taken to prevent the imprisonment of the masters, and that he would obtain declarations from the masters duly certified, and enter a protest at the trial. The *Rush* was not expected at Sitka until yesterday.

Regarding the seizure of the *Alfred Adams*, we have to state that that schooner has arrived here safely. The declarations of her captain (Captain Dyer) and his men have been duly taken, which her owners, Messrs. Guttman and Frank, of this city, yesterday handed to Hon. Mr. Stanley, collector of customs, together with a sealed letter, which the commander of the *Rush* handed to Captain Dyer to be delivered to the district attorney at Sitka. These papers, no doubt, Mr. Stanley has already forwarded to the proper department.

We have since forwarded a copy of this information to the Right Honorable Sir John A. Macdonald, K. C. B., etc.

We have, etc.,

DRAKE, JACKSON & HELMCKEN.

[Inclosure 9.]

Mr. Burbidge to Mr. Hardie.

DEPARTMENT OF JUSTICE, CANADA,
Ottawa, September 12, 1887.

SIR: I have the honor to inclose for your information a copy of a letter which has been received by the minister of justice from Messrs. Drake, Jackson & Helmcken, in which they report with reference to the sealing vessels which have been seized in the Behring Sea by the United States authorities.

I am to state that the minister of justice has taken no action with respect to this communication, but that he is of the opinion that the minister of marine and fisheries should at his earliest convenience take steps to communicate the substance thereof to the colonial office and to the British minister at Washington.

I have, etc.,

GEORGE W. BURBIDGE, D. M. J.

No. 32.

Mr. Garland to Mr. Bayard.

DEPARTMENT OF JUSTICE,
Washington, March 9, 1888. (Received March 9.)

SIR: In examining the question submitted to me informally by you on yesterday, as by the memorandum herewith returned, I beg leave to say that the bond indicated, I am of opinion, can be given in pursuance of rule 10 of the practice in admiralty, as prescribed by the Supreme Court in the collection of its rules published 1887, page 65. The doubt that I had in my mind when the question was first suggested arose not upon the mere matter of the general rules of practice in admiralty cases, but whether the bond could be give in cases for direct forfeiture, as these are. On examining the case of the *United States v. Ames* (99 U. S., p. 35, *et seq.*), Judge Clifford, in delivering the opinion of the court, on pages 39 and 40, states that the better opinion is that *even in seizures for forfeiture* the bond may be executed in the same manner, etc., and I think myself that that is the proper view of the question.

The bond to be given must be after appraisement under order of the court where the property is held, and for the amount of that appraisement, conditioned for the return of the property after the final determination of the cases by the courts, and no other kind of bond would be sufficient.

Very truly yours,

A. H. GARLAND,
Attorney-General.

[Inclosure.]

MEMORANDUM.

DEPARTMENT OF STATE,
Washington, March 7, 1888.

Canadian sealers seem required to carry appeal to United States court, or by failure to do that will forfeit bonds. Can they be allowed to bond vessels and skins, without obligation to appeal and pending definite settlement between United States and Great Britain?

No. 33.

Sir L. S. Sackville West to Mr. Bayard.

WASHINGTON, March 26, 1888. (Received March 29.)

SIR: With reference to the proposal that concerted action be taken by Great Britain, the United States, and other interested powers, in order to preserve from extermination the fur seals which at certain seasons are

found in Behring Sea, I am requested by the Marquis of Salisbury to inform you that the Russian ambassador in London has been communicated with on the subject, and that he has referred to his Government for instructions. But in making this communication to you I am instructed to state that this action on the part of Her Majesty's Government must not be taken as an admission of the rights of jurisdiction in Behring Sea exercised there by the United States authorities during the fishing seasons of 1886-'87 and 1887-'88, nor as affecting the claims which Her Majesty's Government will have to present on account of the wrongful seizures which have taken place of British vessels engaged in the seal-fishing industry.

I have, etc.,

L. S. SACKVILLE WEST.

No. 34.

Mr. Bayard to Sir L. S. Sackville West.

DEPARTMENT OF STATE,
Washington, March 30, 1888.

SIR: I have the honor to acknowledge the receipt of your note of the 26th instant in which you inform the Department that the action of Her Majesty's Government in respect to the proposal of this Government, for an arrangement to protect the fur seal from extermination in Behring Sea, is not to be taken as an admission of the jurisdiction of the United States over Behring Sea, nor as affecting the claims which Her Majesty's Government will have to present on account of the seizure of certain British vessels in those waters.

I have, etc.,

T. F. BAYARD.

No. 35.

Sir L. S. Sackville West to Mr. Bayard.

WASHINGTON, April 2, 1888. (Received April 3.)

SIR: I have the honor to inform you that the Marquis of Salisbury has received intimation from the Canadian Government to the effect that orders have been issued by the United States Government for the capture of British ships fishing in Behring Sea, and that he has telegraphed to me to represent earnestly the extreme importance of enabling Her Majesty's Government to contradict this rumor.

I have, etc.,

L. S. SACKVILLE WEST.

No. 36.

Sir L. S. Sackville West to Mr. Bayard.

[Note verbale.]

Her Majesty's Government have just received the particulars of the claims for compensation on account of British sealers seized and warned off by the United States authorities in Behring Sea.

S. Ex. 106—5

A just assessment of these claims appears to them difficult without investigation and verification, and they therefore wish to ascertain whether the United States Government would be disposed to agree to a mixed commission, to be restricted to inquiring in each case whether compensation is due and the amount of such compensation.

WASHINGTON, *April 18, 1888.*

No. 37.

Mr. Bayard to Sir L. S. Sackville West.

[Note verbale.]

DEPARTMENT OF STATE,
Washington, April 21, 1888.

Responding to the note verbale of Sir Lionel West, dated the 18th instant, it is suggested on behalf of the United States that, as the cases of seizure of British sealing vessels in Behring Sea, therein referred to, are now in court pending an appeal from a judicial decision, it is preferable to await the judgment of the appellate court in the premises.

No. 38.

Sir L. S. Sackville West to Mr. Bayard.

WASHINGTON, *April 30, 1888.* (Received May 2.)

SIR: With reference to pending legal proceedings in the cases of British vessels seized by the United States authorities in Behring Sea, I have the honor to inform you that I am instructed by the Marquis of Salisbury to propose to the United States Government that the time limited for the prosecution of the appeals in these cases should, by consent, be extended for such a period as may permit of a settlement of the claims in question by diplomatic negotiation without prejudice to the ultimate legal remedy by appeal, should such negotiation be unsuccessful, and that the vessels and skippers should be at once released on security.

It is understood, indeed, that permission has actually been given to the owners of these vessels to bond them, pending appeal, provided the sureties are citizens of the United States and resident therein, and under these circumstances the proposal for an extension of the time limited for such appeal is submitted, in view of any diplomatic negotiations which may ensue having for object satisfactory adjustment of all matters connected with these cases.

I have, etc.,

L. S. SACKVILLE WEST.

No. 39.

Sir L. S. Sackville West to Mr. Bayard.

WASHINGTON, May 25, 1888. (Received May 26.)

SIR: On the 30th of April I had the honor to address you, as instructed by the Marquis of Salisbury, on the subject of the appeals pending in the cases of British vessels seized by the United States in Behring's Sea, and Her Majesty's Government have now requested me to ask you for a reply to my above-mentioned communication.

I have, etc.,

L. S. SACKVILLE WEST.

No. 40.

Mr. Bayard to Sir L. S. Sackville West.

DEPARTMENT OF STATE,
Washington, May 28, 1888.

MY DEAR SIR LIONEL: In regard to the inquiry contained in your note of the 25th instant, relating to the British vessels seized in Behring's Sea, I should be glad to have an interview with you this afternoon at 3 o'clock, should that hour be convenient for you to come to the Department.

I am, etc.,

T. F. BAYARD.

No. 41.

Mr. Bayard to Sir L. S. Sackville West.

DEPARTMENT OF STATE,
Washington, May 28, 1888.

SIR: I have the honor to acknowledge your notes of the 30th ultimo and 25th instant, both relating to the appeals taken in the judicial court in Alaska from decrees in cases of British vessels seized by the United States revenue officials in Behring Sea under charges of having violated the laws of the United States regulating the killing of fur-seals. I must excuse myself for the delay in making reply to your note of April 30, which was caused by my desire to obtain from you a verbal explanation of what appeared to me an inadvertent expression contained therein, from which it appeared that the "skippers" were held under arrest as well as the sealing vessels.

In my personal interview with you to-day it became mutually understood that there has been and is no such personal detention in any of the cases, but the proceedings have all been *in rem* against the vessels so employed and their outfits.

The suggestion of the Marquis of Salisbury that the time limited for the prosecution of the appeals (entered already or proposed to be entered) in the cases referred to should be extended in order to give an opportunity for a diplomatic settlement will meet with favorable con-

sideration within the limits of the statutory provision in relation to the docketing and prosecution of appeals.

While it is not within the power of the Executive branch to alter or extend the statutory limitation in respect of the time of entering such appeals, yet so far as agreement of both parties may prevail in procuring postponements of the arguments and pleadings after the appeal has been duly taken, I apprehend that there will be every disposition on the part of the prosecution to give time for diplomatic arrangement.

Accept, sir, etc.,

T. F. BAYARD.

No. 42.

Sir L. S. Sackville West to Mr. Bayard.

[Memorandum.]

WASHINGTON, May 28, 1888. (Received May 29.)

In the cases of the condemned Behring Sea sealing vessels and their cargoes, it appears that the proctors for some (and possibly all) of the British sealers failed to take an appeal from the decrees of condemnation entered by the district court at Sitka; consequently they have lost the benefit of the Attorney-General's order permitting release of the property on bond pending decision of the appeals, and as the decrees have become final, have no other than a diplomatic remedy left.

No. 43.

Mr. Bayard to Sir L. S. Sackville West.

Personal.]

DEPARTMENT OF STATE,
Washington, May 29, 1888.

DEAR SIR LIONEL: I have just sent you a reply to your notes (official) of April 30 and May 25 relating to appeals in the cases of seizure in Behring Sea.

I have this moment received your note of to-day inclosing a memorandum to the effect that by reason of the failure of the proctors of the vessels so seized, no appeals from the decrees of condemnation have been entered, and the time fixed by law for doing so having expired, none other than relief through diplomatic channels remains.

It is much to be regretted that the order of the Attorney-General respecting acceptance of security and release of these vessels had not been availed of by these parties. I will, however, write at once to my colleague, the Attorney-General, and see what remains to be done in his Department.

Very truly, yours,

T. F. BAYARD.

No. 44.

*Mr. Bayard to Mr. Garland.*DEPARTMENT OF STATE,
Washington, May 29, 1888.

SIR: I have just received a note from the British minister at this Capital, inclosing a memorandum in relation to the case of seizure of British vessels by United States revenue officials in Behring Sea. I inclose a copy of this memorandum and will ask you to inform me whether there still remains any mode by which the decrees of condemnation can be reviewed.

I have, etc.,

T. F. BAYARD.

No. 45.

*Mr. Garland to Mr. Bayard.*DEPARTMENT OF JUSTICE,
Washington, May 31, 1888. (Received June 1.)

SIR: I have the honor to acknowledge the receipt of your letter of the 29th instant, inclosing a copy of a memorandum from the British minister, in relation to the cases of seizure of British vessels in Behring Sea, and to say that I know of no mode remaining by which the decrees of condemnation can be reviewed.

Very respectfully,

A. H. GARLAND.

No. 46.

Sir L. S. Sackville West to Mr. Bayard.

BEVERLY, MASS., August 6, 1888. (Received August 8.)

SIR: I have the honor to inform you that Her Majesty's Government have received intelligence to the effect that four British ships seized last year in Behring Sea are being taken to Port Townsend for sale by the United States authorities. It would seem that this action has been taken in consequence of the judge of the district court of Alaska having refused to bond the owners, upon the ground that their application was too late.

The Marquis of Salisbury has now requested me to ask the United States Government to postpone the sale of the said vessels pending the settlement of the question of the legality of the seizure.

I have, etc.,

L. S. SACKVILLE WEST.

No. 47.

*Mr. Bayard to Mr. Jenks.*DEPARTMENT OF STATE,
Washington, August 8, 1888.

SIR: I hand you inclosed a copy of a note this day received by me from Sir Lionel S. S. West, the British minister at this capital, in which on behalf of his Government he asks for a postponement of the sale of four British vessels seized last year in Behring Sea and condemned for violation of the United States Statutes regulating the killing of fur seal.

Although the right of statutory appeal may have been lost by lapse of time, yet I suppose that the proceedings in execution of the decree are within the discretionary control of your Department, and unless the delay asked for should cause irreparable loss, I hope you may find the power and disposition to grant it.

Will you acquaint me with your decision, and in case you have ordered a stay in the proceedings, to so inform me, that I can communicate it to the British minister?

Very respectfully, yours,

T. F. BAYARD.

No. 48.

*Mr. Bayard to Sir L. S. Sackville West.*DEPARTMENT OF STATE,
Washington, August 8, 1888.

SIR: I have the honor to acknowledge your note, dated at Beverly, Mass., on the 6th instant, by which I am informed that in the case of four British sealing vessels condemned last year for killing fur seal in Alaskan waters in violation of the laws of the United States, you are instructed to ask for a postponement of the time for the sale of the vessels referred to, in execution of the decree.

I have already transmitted a copy of your note to my colleague, the Attorney-General, and will communicate his reply as soon as it shall have been received.

Accept, etc.,

T. F. BAYARD.

No. 49.

*Mr. Jenks to Mr. Bayard.*DEPARTMENT OF JUSTICE,
Washington, August 10, 1888. (Received August 13.)

SIR: I have the honor to acknowledge receipt of your letter of August 8, with its inclosure from the British minister, and to inform you that in pursuance of the request therein conveyed I have directed by telegram and letter the postponement of the sale of the four British vessels seized in Behring Sea, and instructed the United States marshal in charge to receive bonds in lieu of the vessels.

Very respectfully,

G. A. JENKS,
Acting Attorney-General.

No. 50.

*Mr. Bayard to Sir L. S. Sackville West.*DEPARTMENT OF STATE,
Washington, August 13, 1888.

SIR: With further reference to your note of the 6th instant, conveying the request of the Marquis of Salisbury for a postponement of the sale of four British vessels seized in Behring Sea last year, I have now the honor to state that I have just received a letter from the Acting Attorney-General, informing me that, in pursuance of the request so made, he has directed by telegram and letter the postponement of the sale of the vessels in question and has also instructed the United States marshal in charge to receive bonds in lieu of the vessels.

Accept, etc.,

T. F. BAYARD.

No. 51.

Sir L. S. Sackville West to Mr. Bayard.

BEVERLY, MASS., August 16, 1888. (Received August 21.)

SIR: I have the honor to acknowledge the receipt of your note of the 13th instant, informing me that in pursuance of the request of the Marquis of Salisbury, made through me, the Acting Attorney-General has directed by telegram and letter the postponement of the sale of the vessels in question, and has also instructed the United States marshal in charge to receive bonds in lieu of the vessels.

I have, etc.,

L. S. SACKVILLE WEST.

No. 52.

*Mr. Jenks to Mr. Bayard.*DEPARTMENT OF JUSTICE,
Washington, September 3, 1888. (Received September 4.)

SIR: I have the honor to send you copies of letters of the 23d and 25th ultimo from Mr. Atkins, United States marshal for the district of Alaska, and to ask for an expression of your views upon the propriety of an immediate sale of the vessels mentioned by the marshal on consideration of the statements he makes in relation to them.

Very respectfully,

G. A. JENKS,
Acting Attorney-General.

[Inclosure No. 1.]

*Mr. Atkins to Mr. Garland.*DISTRICT OF WASHINGTON TERRITORY,
OFFICE OF THE UNITED STATES MARSHAL,
Seattle, Wash., August 23, 1888.

SIR: In reference to the four condemned British vessels now in my custody, I have the honor to report:

That the owner of the schooners *Anna Beck*, *Grace*, and *Dolphin* claims that the ap-

praisement made at Sitka one year ago was at the time excessive, and that their value, on account of the inclement climate of Alaska, has in the meantime been constantly depreciating, and therefore declines to bond them at such appraisement, but requests a new appraisement, which, if not granted, they desire the sale to proceed. The owner says, however, that he will furnish satisfactory bonds for the schooner *Anna Beck* at her present appraised value if it can be effected, subject to a final settlement of the matter, and without the expense of an appeal to the Supreme Court.

Having myself a practical knowledge of the value of such property, I fully coincide with the claimant that the valuation put on the schooners *Grace* and *Dolphin* at Sitka was excessive.

The schooner *Ada* is owned and registered at Shanghai, China, and her owner, whoever he may be, has not as yet made claim or appearance.

In the meantime the vessels are remote from my district, thus greatly increasing the responsibility of their safe custody, and the expense thereof constantly increasing.

I desire to be instructed, in case vessels are not soon sold or bonded, what further action to take in reference to returning to my district and leaving the vessels in charge of a special deputy.

Very respectfully,

BARTON ATKINS,
United States Marshal.

[Inclosure No. 2.]

Mr. Atkins to Mr. Garland.

DISTRICT OF ALASKA,
OFFICE OF UNITED STATES MARSHAL,
Portland, Oregon, August 25, 1888.

SIR: In view of the present situation relative to the British vessels in my custody, now moored at Port Townsend, W. T., I beg leave to state as follows:

That all of said vessels, owing to the length of time they have been out of commission, are in a dilapidated condition, and that their depreciation in value is constant and rapid.

That they are small in size, the combined tonnage of the four being only 249 tons.

That the owner of the *Anna Beck*, *Grace*, and *Dolphin*, Capt. J. D. Warren, of Victoria, B. C., has notified me that he prefers that the *Grace* and *Dolphin* should be sold without further delay, and the *Anna Beck* also, unless he can bond that vessel without instituting an appeal to the Supreme Court or making a journey to Sitka for that purpose.

That if longer held in custody they will have to be removed from Port Townsend to some place secure from the fall and winter winds for permanent moorings. All of which will be attended by much greater expense comparatively than has heretofore been required for their safe custody.

I do not hesitate to recommend, in interest of all concerned, that the vessels, if not bonded, should be sold without delay.

It is my purpose soon to repair to Port Townsend, there to await Department orders.

Very respectfully, your obedient servant,

BARTON ATKINS,
United States Marshal.

No. 53.

Mr. Bayard to Sir L. S. Sackville West.

DEPARTMENT OF STATE,
Washington, September 10, 1888.

SIR: Referring to previous correspondence in relation to the sale of the four British vessels condemned for taking seals illicitly in Behring Sea in 1887, I have the honor to inform you that I have received a communication from the Acting Attorney-General of the 3d instant, in which an expression of my views is requested upon the propriety of an immediate sale of the vessels in view of certain statements made in regard to them.

As an order for the postponement of the sale and the bonding of the vessels was issued by the Department of Justice, in compliance with the request of Lord Salisbury communicated to this Department, I inclose herewith a copy of the letter of the Acting Attorney-General, together with its inclosures, and will be glad to learn whether, in the light of the facts now disclosed, it is still the desire of his lordship that the sale should not be proceeded with.

I have, etc.,

T. F. BAYARD.

No. 54.

Mr. Jenks to Mr. Bayard.

DEPARTMENT OF JUSTICE,
Washington, September 26, 1888. (Received September 27.)

SIR: I have the honor to transmit herewith a copy of a letter of the 7th instant, from the United States attorney for Alaska, relative to the bonding of the condemned sealing vessels *Dolphin, Grace, Anna Beck*, and *Ada*, also a copy of a letter of the 10th instant from T. J. Hamilton, United States marshal for Washington Territory, whom Marshal Atkins, of Alaska, has appointed as his deputy in the case. Mr. Hamilton reports that the four vessels are safely moored at Port Townsend, and will be held subject to further instructions touching their sale. Suggesting that as the season advances the probability of realizing a fair price for the vessels will be correspondingly diminished, and that the expenses attending their retention by the marshal are constantly accruing, I respectfully refer the correspondence for your consideration and such recommendations as you deem proper as to the propriety of their speedy disposal by sale.

Very respectfully,

G. A. JENKS,
Acting Attorney-General.

[Inclosure No. 1.]

Mr. Hamilton to Mr. Garland.

DISTRICT OF WASHINGTON TERRITORY.
OFFICE OF UNITED STATES MARSHAL,
Seattle, Wash., September 10, 1888.

SIR: I have the honor to state that on the 7th instant Barton Atkins, esq., United States marshal for Alaska, transferred to me the custody of the condemned schooners *Grace, Dolphin, Anna Beck*, and *Ada*, and appointed me his deputy in the usual form, and delivered to me the original writs of *venditioni exponas* issued from the United States district court of Alaska for the sale of said schooners. The vessels are safely moored at Port Townsend, and will be held subject to instructions from the Department touching their sale, or other disposition of the same.

Very respectfully,

T. J. HAMILTON,
United States Marshal.

[Inclosure No. 2.]

*Mr. Grant to Mr. Garland.*DISTRICT OF ALASKA, DISTRICT ATTORNEY'S OFFICE,
Sitka, September 7, 1888.

SIR: Yours of August 10, received and noted, directing me to take such steps as will lead to the bonding of the four English vessels, *Dolphin*, *Grace*, *Anna Beck*, and *Ada*. I don't know that you understand the situation of these cases. No defense was made in them, except the demurrer of Mr. Drake's, which was never filed at a pleading. No claim was ever made on the records. In fact no action ever taken that justified them in appearing at all. Two terms of court have passed since, and no action taken. Of course if they come in and ask to appear and make defense and to bond, etc., I will act according to your suggestion; but it will be a queer-looking record if the court allows them to come in now. The property was all appraised. I am informed that they bonded one vessel on the sound, but refused to bond the others because appraised too high.

In the meantime the order for sale will be recalled when the marshal returns.

Mr. Drake filed a stipulation with Mr. Delaney, acting for the United States, that if a decree of forfeiture was entered the vessel should be sold below. That is the only paper filed. Drake wouldn't let his name appear as attorney. If the parties appear here, however, I will try and help them make a record as desired.

Respectfully,

WHIT. M. GRANT,
District Attorney.

No. 55.

*Mr. Bayard to Sir L. S. Sackville West.*DEPARTMENT OF STATE,
Washington, September 27, 1888.

SIR: Recurring to the subject of the four British vessels condemned for taking seals illicitly in Behring Sea in 1887, I have the honor to inform you that I have received from the Acting Attorney-General a letter dated the 26th instant, inclosing copies of letters from the United States attorney for Alaska and the United States marshal for Washington Territory of the 7th and 10th instants, respectively, in relation to the same matter.

The four vessels, the schooners *Grace*, *Dolphin*, *Anna Beck*, and *Ada*, have been transferred by the United States marshal for Alaska to the custody of the United States marshal for Washington Territory, and are now at Port Townsend, subject to instructions from the Department of Justice touching their sale or other disposition.

The Department is informed that none of the vessels have been bonded, and that the owners of three of them have refused to take that step, on the ground that their appraisement was too high. As the season advances the probability of realizing a fair price for the vessels will diminish, and the expenses incident to their retention by the marshal are necessarily accruing.

These considerations make it proper that a decision in regard to the disposition of the vessels should speedily be reached, and I have the honor to request that, if it is desired to postpone the sale still further, the Department may be assured at an early day that an arrangement will be made whereby the vessels may be saved from becoming a loss.

I have, etc.,

T. F. BAYARD.

No. 56.

Mr. Garland to Mr. Bayard.

DEPARTMENT OF JUSTICE,

Washington, October 11, 1888. (Received October 12.)

SIR: I herewith inclose copies of communications received from W. M. Grant, United States attorney for Alaska. From the facts submitted by him, in connection with those contained in my letter of the 26th of September, I submit whether it will not be expedient and for the best interest both of the United States and adverse claimants, if there be such, that the vessels referred to be speedily sold. An answer is desired at your earliest convenience.

Very respectfully,

A. H. GARLAND.

[Inclosure No. 1.]

Mr. Grant to Mr. Garland.

DISTRICT OF ALASKA, DISTRICT ATTORNEY'S OFFICE,

Sitka, September 20, 1888. (Received October 12.)

SIR: Marshal returned from Port Townsend says no vessel was bonded, and now the parties have concluded not to bond and want the sale to go on, but I shall instruct the marshal to await instructions from you. How long shall I wait for the parties to act? No owners have appeared on the record; the record does not show who they are. No claims are filed or bond for costs given. The cases were submitted on the agreement signed by Mr. Drake for "the masters," and on his demurrer as representative of Canadian Government.

Very respectfully,

WHIT. M. GRANT,
District Attorney.

[Inclosure No. 2.]

Agreement between the United States and the masters of the schooners seized in 1887.

IN THE DISTRICT COURT OF THE TERRITORY OF ALASKA.

[The United States vs. the British schooners *Dolphin*, *Anna Beck*, *Grace*, and *Ada*.]

It is hereby stipulated and agreed between the plaintiffs and the masters of the defendant schooners that the demurrer filed in the matter of the information against J. D. Warren, and the agreement therein, shall apply to the libels filed or to be filed against the above vessels. It is further stipulated and admitted as a fact that the masters of the above-named vessels did kill seals during the month of July, 1887, in that portion of Behring Sea claimed by the United States under the treaty of 1867 between Russia and the United States and beyond the limit of 10 miles from the nearest land.

It is further stipulated that in case the vessels or any of them shall be condemned by any order of the court that the same shall not be sold until the expiration of three months from the publication of any order ordering such sales, and that such sales shall take place at Port Townsend or some other point on Puget Sound.

It is further stipulated that the defendants may give security for appeal to the Supreme Court of the United States or such other court as may have jurisdiction by bonds of any qualified bondsman in Washington Territory, Oregon, or California.

Upon the question of facts thus agreed upon the parties submit the cases to the court upon the law question raised by the demurrer.

On behalf of the masters of the above schooners.

M. W. DRAKE.
A. K. DELANEY,
Attorney for the United States.

SEPTEMBER 10, 1887.

No. 57.

*Lord Sackville to Mr. Bayard.*BEVERLY, *October 12, 1888.* (Received October 16.)

SIR: With reference to correspondence which has passed relative to the bonding of the British ships *Grace*, *Dolphin*, and *Anna Beck*, which were seized some time since in Behring Sea, and in connection with the directions given by the United States Acting Attorney-General to postpone the sale of the schooners and to receive bonds in lieu of the vessels, I have the honor to inclose extract from an approved minute of the privy council of Canada, and to inform you that the Marquis of Salisbury has instructed me to ask that the United States authorities may be moved to authorize the re-appraisement of the schooners *Grace* and *Dolphin*, and that instructions may be given in the case of the *Anna Beck* that the proposed bonds of the owner may be accepted subject to a final settlement of the question.

I have. etc..

SACKVILLE.

• [Inclosure.]

Extract from a Minute of the Privy Council of Canada, dated September 30, 1888.

The minister of marine and fisheries observes that copies of the correspondence referred to confirm the intimation conveyed by the above telegram that an order for the postponement of the sale and permitting the bonding of these vessels at the value already appraised, had been made by the Department of Justice at Washington, in compliance with the request of Lord Salisbury.

Subsequent to the receipt of this order, the United States marshal at Seattle, Wash., informed the Attorney-General for the United States that the owners of the schooners *Anna Beck*, *Grace*, and *Dolphin* claimed that not only was the appraisement made at Sitka a year previously, excessive but that the value of the vessels on account of the inclement climate at Alaska had in the mean time been constantly depreciating, and they therefore declined to bond them, with the exception of the *Anna Beck*, at such appraisement, but requested a new appraisement, and stated that if a new appraisement was not allowed the owner desired the sale should proceed.

It further appears from the same communication, that in the case of one of the vessels, the *Anna Beck*, the owner is willing to furnish satisfactory bonds, at the value already appraised, if this can be done, subject to a final settlement of the matter, and without necessitating an appeal to the Supreme Court of the United States.

The minister further observes that, touching the question of excessive appraisement, the United States marshal states as follows: "Having myself a practical knowledge of the value of such property, I fully coincide with the claimant, that the valuation put on the schooners *Grace* and *Dolphin* was excessive."

No. 58.

Mr. Rives to Mr. Garland.

DEPARTMENT OF STATE,
Washington, *October 17, 1888.*

SIR: Referring to your letter of the 11th instant, in relation to the postponement of the sale of the British schooners condemned for taking seals in Behring Sea in 1887, I have the honor to inclose herewith a copy of a note received yesterday from the British minister, bearing

date the 12th instant, on the same subject; and shall be glad to receive an expression of your views on the arrangement proposed by the British Government in regard to the disposition of the vessels.

I have, etc.,

G. L. RIVES.

No. 59.

Mr. Garland to Mr. Bayard.

DEPARTMENT OF JUSTICE,
Washington, October 20, 1888. (Received October 22.)

SIR: By your communication of the 17th of October, 1888, you request "an expression of my views on the arrangement proposed by the British Government in regard to the disposal of the vessels" *Grace*, *Dolphin*, and *Anna Beck*. The arrangement referred to is that the United States authorize a re-appraisement of the schooners *Grace* and *Dolphin*, and that instructions be given in the case of the *Anna Beck* that bonds of the owner may be accepted, subject to the final settlement of the question. The libels against the vessels were submitted on a stipulation, dated the 10th day of September, 1887, by W. M. Drake, on behalf of the masters. They were, on or about the 3d day of October, 1887, after hearing, condemned, and, in pursuance of the terms of the stipulation, were ordered to be sold at Port Townsend. The time for appeal to the Supreme Court of the United States has long since expired. On the 25th day of August, 1888, the United States marshal for Alaska reported:

That the owner of the *Anna Beck*, *Grace*, and *Dolphin*, Capt. J. W. Warren, of Victoria, B. C., notified me [him] that he prefers that the *Grace* and *Dolphin* should be sold without further delay, and the *Anna Beck* also, unless he can bond that vessel without instituting an appeal to the Supreme Court or making the journey to Sitka for that purpose.

The aggregate tonnage of the three vessels, with the *Ada* (for which no owner has been heard from), is but 279 tons. The vessels, if not sold, will soon be substantially valueless. If attempt be made to keep them over the winter a total loss may result. I therefore adhere to the views expressed in my former communication, that the interest of all concerned will be best subserved by an early sale, and earnestly hope I may receive a prompt communication from you concurring therein.

Very respectfully,

A. H. GARLAND.

No. 60.

Mr. Bayard to Mr. Garland.

DEPARTMENT OF STATE,
Washington, October 27, 1888.

SIR: Referring to previous correspondence concerning the disposition of the British vessels *Grace*, *Dolphin*, and *Anna Beck*, condemned for taking seals illicitly in Behring Sea, I have the honor to acknowledge the receipt of your letter of the 20th instant on the subject, and

to say in reply that, under the circumstances, the wiser course for all concerned is to let the sale take place at once, as delay is impracticable and can only be productive of loss.

I have, etc.,

T. F. BAYARD.

No. 61.

Mr. Garland to Mr. Bayard.

DEPARTMENT OF JUSTICE,
Washington, November 14, 1888. (Received November 16.)

SIR: I have the honor to acknowledge receipt of your communication of the 27th ultimo, concerning the disposition of the British vessels now lying at Port Townsend, Wash., and to inform you that T. J. Hamilton, deputy United States marshal in charge, has this day been directed to take the necessary steps to effect the sale of the four vessels as speedily as possible.

Very respectfully,

A. H. GARLAND.

No. 62.

Mr. Bayard to Mr. Garland.

DEPARTMENT OF STATE,
Washington, November 17, 1888.

SIR: I have the honor to acknowledge the receipt of your letter of the 14th instant, stating that Deputy United States Marshal T. J. Hamilton, in charge of the four British vessels now lying at Port Townsend, Wash., has been directed to take steps for their speedy sale, and to say in reply that the Department will be glad to be informed of what may be done by that officer under the order in question.

I have, etc.,

T. F. BAYARD.

No. 63.

Mr. Herbert to Mr. Bayard.

WASHINGTON, November 23, 1888. (Received November 23.)

SIR: With reference to your note of September 27 last, respecting the sale of four British vessels condemned for taking seals illicitly in Behring Sea, in 1887, I have the honor to state that I have this day instructions from the Marquis of Salisbury to inform you that the owners of the *Ada* do not object to the original appraisement.

I have, etc.

ARTHUR HERBERT,
For M. H. HERBERT.

No. 64.

*Mr. Bayard to Mr. Garland.*DEPARTMENT OF STATE,
Washington, November 27, 1888.

SIR: Referring to the letter of your Department of September 26 last, respecting the sale of four British vessels condemned for taking seals illicitly in Behring Sea, in 1887, I have the honor to inclose a copy of a note of the British chargé *ad interim*, by which it appears that the owners of the *Ada* do not object to the original appraisement.

I have, etc.,

T. F. BAYARD.

No. 65.

*Mr. Bayard to Mr. Herbert.*DEPARTMENT OF STATE,
Washington, November 28, 1888.

SIR: I have the honor to acknowledge the receipt of your note of the 23d instant, stating that the owners of the *Ada*, one of the four British vessels condemned for taking seals illicitly in Behring Sea, do not object to the original appraisement, and to say that I have made known the contents thereof to the Attorney-General.

I have, etc.,

T. F. BAYARD.

No. 66.

Mr. Herbert to Mr. Bayard.

WASHINGTON, December 5, 1888. (Received December 5.)

SIR: With reference to the case of the seizure of four British sealing ships in Behring Sea, I have the honor to inclose, for convenience of reference, copy of Lord Sackville's dispatch of October 12* (without its inclosure) to your Department, as I have been instructed by the Marquis of Salisbury to call your attention to the fact that up to the present no answer has been received, and to beg the favor of an early reply.

I have, etc.,

ARTHUR HERBERT,
For M. H. HERBERT.

No. 67.

*Mr. Bayard to Mr. Herbert.*DEPARTMENT OF STATE,
Washington, December 10, 1888.

SIR: I have the honor to acknowledge the receipt of your note of the 5th instant, in which you call attention to the note of Lord Sackville of the 12th of October last, in relation to the re-appraisement of three of

* See *supra*, No. 57.

the four British schooners seized and condemned for illicitly taking seals in Behring Sea in 1887.

The note referred to was at once communicated to the Department of Justice, with a request for an opinion upon the question of re-appraisal. Some time previously, upon the request of the Marquis of Salisbury, the sale of the schooners had been stayed by this Government, in order that full opportunity might be given to their owners to make some arrangement whereby they might become repossessed of the vessels. On the 11th of October, the day preceding the date of the note of Lord Sackville, above referred to, the Attorney-General wrote to this Department a letter, copy of which is inclosed, in which he intimated an opinion that the interests of both the United States and of the claimants would be best subserved by a speedy sale of the vessels. By this letter it appears that, although the schooners had long since been condemned, no claims had been filed by their owners, and no bonds given for costs. Nevertheless, the Department again consulted the Department of Justice in regard to the proposition contained in the note under date of the 12th of October. Under date of the 20th of October last a reply from the Attorney-General was received, copy of which is inclosed. To this I made answer on the 27th of October, expressing my concurrence in the view of the Attorney-General that under the circumstances the wiser course for all concerned was to let the sale of the vessels take place at once, as delay seemed impracticable, and could only be productive of loss.

On the 14th of last month the Attorney-General informed me that he had that day directed the United States marshal in charge of the vessels at Port Townsend, Wash., to take the necessary steps to effect a sale of the four vessels as speedily as possible. Since that time no correspondence on the subject has taken place with the Department of Justice, except a request from this Department on the 17th ultimo that it might be informed of the proceedings of the marshal under the order above stated. When a response to this request shall have been received you will be duly advised of its contents.

I have, etc.,

T. F. BAYARD.

No. 68.

No. 388.]

Mr. Stevens to Mr. Rives.

CONSULATE OF THE UNITED STATES OF AMERICA,
Victoria, British Columbia, December 31, 1888.

(Received January 12, 1889.)

SIR: Information casually received this morning leads me to believe that this dispatch, with inclosures, may prove of interest.

I am the more induced to make the report inasmuch as my No. 374, of October 8 last, upon the same subject, the seizure off Copper Island on July 1 last of the British sealing schooner *Araunah* gives but a brief account thereof, obtained from the owners of the *Araunah*, and from the public press, before the arrival here of the master of the vessel, and was consequently ambiguous in some minor particulars.

I am now enabled to give a more circumstantial account of the seizure, as Captain Seward, late master of the *Araunah*, has recently given me full particulars of the seizure of the vessel and his subsequent pro-

ceedings, and has left with me for perusal all papers in his possession concerning the case, being letters—one from the Marquis of Salisbury—copies of telegrams, diagram showing the position of the *Araunah* with reference to Copper Island, at the moment of seizure, copy of treaty of March 30, 1867, between the United States and Russia, and copy of the captain's statement to Her Britannic Majesty's ambassador at St. Petersburg, signed by the captain and part of crew, and sworn to before Her British Majesty's consul at Nagasaki; of which I send only copies of those most pertinent, especially the last-named paper.

Captain Sieward informs me that the agents of the British Government provided fully for the expenses—save those paid by the Russian Government at Petropolovski—and transportation of himself and the crew of the seized vessel to this point, except a very small personal outlay.

I am, etc.,

ROBERT J. STEVENS.

[Inclosure No.1 in No. 388.—Extract.]

Sir R. B. D. Morier to Messrs. Hall and Goepel.

ST. PETERSBURG, November 30, 1888.

GENTLEMEN: Having received the final communication which you had announced from the master of the *Araunah*, I have submitted the whole case to a careful examination with a view of laying it before the Russian Government.

Much is made by Mr. Sieward of the statement of Groburtzky that he would have seized the *Araunah* had she been fitted out with apparatus for seal-catching anywhere within 100 miles south of Commander Islands. Had he assigned this as his true motive for capturing the ship the case would be a very grave one, but as he has given his motives for capturing the ship in a written declaration, we are bound to go by that, and are not at liberty to go outside this declaration and supersede a document signed and sealed by anything he may have said *viva voce*.

It appears to me that it is of extreme importance to note the exact words of this certificate, which does not state that he confiscated the schooner for *being* within customs limit, but for seal-hunting* within the customs limit of Meday (Medway) Island.

The conversation between Sieward and Captain Gronberg, of which an affidavit is given in Mr. Sieward's letter of October 18, throws no light upon the subject, because all that Captain Gronberg vouchsafes to say is that the schooner was "about east by south and a half south distant 3 miles from the southeast point of the island," which might leave her just inside or just outside the limit. It is therefore perfectly clear that the ground they will take up will be that the canoes and not the schooner were within the limits.

I am, etc.,

R. B. D. MORIER.

[Inclosure 2 in No. 388.]

Captain Sieward to Mr. Dehring, Her British Majesty's Chargé d'Affaires, St. Petersburg.

DEAR SIR: Regarding the seizure of the British sealing schooner *Araunah*, of Victoria, British Columbia, by M. Groburtzky, on the Russian merchantman *Alexander II*, for alleged violation of the fishing and hunting laws of the Imperial Russian Government, of which I informed you in my dispatch of August 9, 1888, from Vladivostock, I now respectfully submit the following facts: On July 1, 1888, at 6.30 a. m., during a heavy fog and calm, I calculated the schooner's position to be 16 miles south by west

* The meaning of this is that the seal-hunting being done from canoes, they were within the limit.

of the southern extreme of Copper or Medway Island. Judging myself in the open waters of the North Pacific Ocean, I ordered the canoes out for hunting. At about 7.30 a. m. the fog lifted, when the schooner was found to be east by south about 6 to 8 miles distant from the southern extreme of island, with the canoes out to the south and west of schooner. When in this position a steamer was sighted, which bore at once down upon us, proving to be the Alaska Commercial Company's steamer *Alexander II*, flying at peak the Russian merchant ensign and at maintop a green flag with white cross. When near, the schooner was hailed, and I, the master, was asked to come aboard steamer, which I did; when on steamer's deck I was informed by Mr. Groburtzky that he would confiscate the schooner for being within the limit. This I denied, but was answered that the boundary ran from Cape Lapatka to the Island of Atton, and that I could protest against the seizure to the authorities at Vladivostock, where the case would be forwarded. As the officer produced no documentary evidence of his authority, I asked upon what authority the seizure was made, in answer to which the officer pointed to the flag at maintop saying, "There is my authority." The officers and crew of schooner were then made prisoners and transferred aboard steamer *Alexander*. The schooner was towed to the settlement Glinka, on Copper Island, where the skins, 133, were landed at company's warehouse. Here I had to deliver the schooner's papers to officer Groburtzky. Before doing so, I demanded a paper stating the reason of confiscation, which I forward herewith, and a copy of which I was asked to sign after it having been translated to me by Mr. J. Mallewansky. It read in substance that this day the schooner *Araunah* had been confiscated for hunting within the limits of the Russian possessions. I here notified Mr. Groburtzky, in presence of Mr. J. Mallewansky, of my protest against this seizure, which protest I would make before nearest representative of Her British Majesty's Government, and in accordance with advice in your T. G. of August 15, 1888, have to admiral and governor of Valdivostock, the certified copy of which I send herewith. The schooner was then brought to Petropolovsky by a crew of steamer *Alexander*, where upon arrival of schooner the salt stores, provisions, and also part of personal property of crew, were sold by Mr. Groburtzky without the confiscation having been declared legal by any authority than his own. I must add that we had no intention whatever to violate the laws of the Imperial Royal Government, but intended to follow the hunting in the open waters of the North Pacific Ocean, neither had we any means to do otherwise, as the hunting outfit of schooner consisted of six Indian canoes manned by two Vancouver Indians each, had no fire-arms aboard, save three old muzzle-loading shotguns, being the property of some of the Indians, also one shotgun and one rifle, being the personal property of some of the members of the crew.

From the foregoing it will be seen that the schooner was set by an unknown current, not marked upon chart, during the fog to the north and east of her course, and the canoes having left the schooner during the fog, when there was no land in sight nor any visible sign to prove the calculated position erroneous, will explain the position of canoes at time of seizure; also that the schooner was not less than the estimated 6 miles from land is clearly proven by the *Alexander* steaming two hours and forty minutes at a rate of 6 knots per hour (see steamer engineer's log) from point of seizure to Glinka, which is 7 miles from south point of island. This can be demonstrated on chart or diagram herewith, showing that it was impossible for schooner to have been, as alleged, within 3-mile limit or gunshot limit. As to the 133 seal skins found aboard, I refer to schooner's fishing log, now in the hands of Imperial Russian Government. I also beg to call attention to the fact that the steamer *Alexander II* is owned by the Alaska Commercial Company, who are also the lessees of Copper and Behring Islands.

As to the reliability of the statement of Mr. Groburtzky as to the true position of schooner at time of seizure I will say that Mr. Groburtzky is no mariner, and consequently no competent judge to personally determine the exact position of schooner. Furthermore, I learned while prisoner aboard of *Alexander* that neither the first nor second officer of steamer had been called upon by Captain Greenburg, of steamer, to witness or verify the bearing and distance of schooner, so that the judgment of the schooner's actual position at time of seizure is but the guess-work of the captain, Greenburg, of steamer *Alexander II*, and of him alone, as a consultation on this serious point with his officers might have resulted in proving the schooner beyond the limits. In submitting the above facts to your careful consideration I beg that you will use every means in your power to effect a restitution of the unjustly and illegally confiscated property and payment of damages incurred thereby.

The above sworn to before Her Britannic Majesty's consul at Nagasaki by myself; H. P. Bonde, mate; W. Standish, steward; G. Braum; P. Doering; the 27th day of August, 1888, and forwarded together with all documents by consul, Mr. Ensby, to St. Petersburg.

Very, etc.,

H. F. S.,
Master.

[Inclosure 3 in No. 388.]

Copies of telegrams.

[Captain Seward to the British embassy at St. Petersburg.]

VLADIVOSTOCK, *August 9, 1888.*

Sealing schooner *Araunah*, of Victoria, was set during heavy fog and calm by current within 6 miles of southern extreme of Copper Island when seized by Russian Merchantman Alexander. Left here with crew, among them twelve Vancouver Indians, unprovided. Please advise.

SIEWARD, *Master.*

[From British embassy, St. Petersburg, August 13, 1888, to Seward, Vladivostock.]

Your telegram received. Steps will be taken with least delay possible.

[From Seward to British embassy, August 15, 1888.]

Will forward protest, sworn to before consul at Nagasaki. Also, all documents pertaining to seizure. Please advise, if necessary to protest here; also, if other steps required here. Owners names Hall & Gøpel, Victoria.

[Reply, August 17, 1888.]

Your case has been brought to the notice of Russian Government, who have telegraphed to inquire into it. You might protest locally. Forward all documents here.

DEHRING,
British Chargé d'Affaires.

PART II.

CORRESPONDENCE RELATIVE TO NEGOTIATIONS FOR THE CONCLUSION OF TREATIES FOR THE PROTECTION OF FUR SEALS IN BEHRING SEA.

FRANCE.

No. 69.

*Mr. Bayard to Mr. Vignaud.**

No. 256.]

DEPARTMENT OF STATE,
Washington, August 19, 1887.

SIR: Recent occurrences have drawn the attention of this Department to the necessity of taking steps for the better protection of the fur-seal fisheries in Behring Sea.

Without raising any question as to the exceptional measures which the peculiar character of the property in question might justify this Government in taking, and without reference to any exceptional marine jurisdiction that might properly be claimed for that end, it is deemed advisable—and I am instructed by the President so to inform you—to attain the desired ends by international co-operation.

It is well known that the unregulated and indiscriminate killing of seals in many parts of the world has driven them from place to place, and, by breaking up their habitual resorts, has greatly reduced their number.

Under these circumstances, and in view of the common interest of all nations in preventing the indiscriminate destruction and consequent extermination of an animal which contributes so importantly to the commercial wealth and general use of mankind, you are hereby instructed to draw the attention of the Government to which you are accredited to the subject, and to invite it to enter into such an arrangement with the Government of the United States as will prevent the citizens of either country from killing seal in Behring Sea at such times and places, and by such methods as at present are pursued, and which threaten the speedy extermination of those animals and consequent serious loss to mankind.

The ministers of the United States to Germany, Sweden and Norway, Russia, Japan, and Great Britain have been each similarly addressed on the subject referred to in this instruction.

I am, etc.,

T. F. BAYARD.

*Identical instructions were sent to our ministers to Germany, Great Britain, Japan, Russia, and Sweden and Norway.

No. 70.

Mr. McLane to Mr. Bayard.

No. 490.]

LEGATION OF THE UNITED STATES,
Paris, October 22, 1887. (Received November 11.)

SIR: Referring to your No. 256, of August 19, instructing Mr. Vignaud to draw the attention of the French Government to the necessity of taking steps for the better protection of the fur-seal fisheries in Behring Sea with a view of obtaining its co-operation with the United States in measures intended to reach that end, I have to state that Mr. Flourens is willing to consider favorably any project of international arrangement you may be disposed to submit concerning the matter.

I inclose herewith a translation of a note received from Mr. Flourens which explains his view. The note of September 17, to which he refers, is simply an acknowledgment.

I have, etc.,

ROBERT M. McLANE.

[Inclosure with No. 490.—Translation.]

*Mr. Flourens to Mr. McLane.*PARIS, *October 21, 1887.*

SIR: Mr. Vignaud was good enough to inform me on the 31st of August last that the United States Government was desirous of consulting with the principal nations interested, with the view of making regulations in regard to the seal fisheries in Behring Strait.

Referring to my communication of the 17th September last, I have the honor to inform you that, although the industry in question has not been engaged in by French ship-owners up to the present time, the Government of the Republic is not the less disposed to confer for that purpose with the Government of the United States and to examine any draught of an international convention which may be communicated to it by the Cabinet at Washington.

I will be obliged to you if you will be kind enough to transmit this reply to the American Government.

Accept, etc.,

FLOURENS.

No. 71.

Mr. Bayard to Mr. McLane.

No. 271.]

DEPARTMENT OF STATE,
Washington, November 18, 1887.

SIR: I have to acknowledge your No. 490, of the 22d ultimo, transmitting copy of a note of the 21st of October from Mr. Flourens, informing this Government of the willingness of the French Republic, though there are not many French ships engaged in the seal fisheries, to confer with us or to examine any draught of a convention intended to regulate those fisheries in Behring Straits.

This response of the French Government to our invitation is very satisfactory, and in due time further instructions on the subject will be sent you.

I am, etc.,

T. F. BAYARD.

No. 72.

*Mr. Bayard to Mr. McLane.**

No. 293.]

DEPARTMENT OF STATE,
Washington, February 7, 1888.

SIR: I inclose herewith, for your information, two printed copies of an instruction† of this date to E. J. Phelps, esquire, United States minister at London, in response to a dispatch from him, in which it was stated that Lord Salisbury had expressed acquiescence in a proposal made by me for an agreement between the United States and Great Britain in regard to the adoption of concurrent regulations for the preservation of fur seals in Behring Sea from extermination by destruction at improper seasons and by improper methods by the citizens of either country.

I am, etc.,

T. F. BAYARD.

GERMANY.

No. 73.

Mr. Coleman to Mr. Bayard.

No. 498.]

LEGATION OF THE UNITED STATES,
Berlin, September 1, 1887. (Received September 17.)

SIR: I have the honor to inclose herewith a copy of a note I have to-day addressed to the foreign office in execution of your instruction No. 246, of the 19th ultimo, relating to the necessity of measures being adopted for the better protection of the fur-seal fisheries in Behring Sea.

I have, etc.,

CHAPMAN COLEMAN

[Inclosure with Mr. Coleman's No. 498.]

Mr. Coleman to Count von Berchem.

No. 311.]

LEGATION OF THE UNITED STATES OF AMERICA,
Berlin, September 1, 1887.

The undersigned, chargé d'affaires *ad interim* of the United States of America, has the honor, acting under instructions from his Government, to inform Count von Berchem, under secretary of state in charge of the imperial foreign office, that recent occurrences have drawn the attention of that Government to the necessity of taking steps for the better protection of the fur-seal fisheries in Behring Sea.

Without raising any question as to the exceptional measures which the peculiar character of the property in question might justify the Government of the United States in taking, and without reference to any exceptional marine jurisdiction that might properly be claimed for that end, it has been deemed advisable to seek to attain the desired ends by international co-operation.

It is well known that the unregulated and indiscriminate killing of seals in many parts of the world has driven them from place to place, and by breaking up their habitual resorts, has greatly reduced their number.

Under these circumstances and in view of the common interest of all nations in

* Identical instructions were sent to the United States ministers to Germany, Russia, and Sweden and Norway.

† For this instruction see *infra*, No. 76.

preventing the indiscriminate destruction and consequent extermination of an animal which contributes so importantly to the commercial wealth and general use of mankind, the Government of the United States has instructed the undersigned to present the subject to the attention of the Imperial Government, and to invite it to enter into such an arrangement with the Government of the United States as will prevent the citizens of either country from killing seals in Behring Sea at such times and places, and by such methods as at present are pursued, and which threaten the speedy extermination of those animals and consequent serious loss to mankind.

The undersigned begs to add that he has been informed by his Government that the ministers of the United States to Sweden and Norway, Russia, France, Great Britain, and Japan have been each similarly addressed on the subject referred to, and avails himself, etc.

CHAPMAN COLEMAN.

GREAT BRITAIN.

No. 74.

Mr. Phelps to Mr. Bayard.

No. 618.]

LEGATION OF THE UNITED STATES,
London, November 12, 1887. (Received November 22.)

SIR: Referring to your instructions numbered 685, of August 19, 1887, I have now to say that owing to the absence from London of Lord Salisbury, secretary of state for foreign affairs, it has not been in my power to obtain his attention to the subject until yesterday.

I had then an interview with him, in which I proposed on the part of the Government of the United States that by mutual agreement of the two Governments a code of regulations should be adopted for the preservation of the seals in Behring Sea from destruction at improper times and by improper means by the citizens of either country; such agreement to be entirely irrespective of any questions of conflicting jurisdiction in those waters.

His lordship promptly acquiesced in this proposal on the part of Great Britain and suggested that I should obtain from my Government and submit to him a sketch of a system of regulations which would be adequate for the purpose.

I have therefore to request that I may be furnished as early as possible with a draught of such a code as in your judgment should be adopted.

I would suggest also that copies of it be furnished at the same time to the ministers of the United States in Germany, Sweden and Norway, Russia, France, and Japan, in order that it may be under consideration by the Governments of those countries. A mutual agreement between all the Governments interested may thus be reached at an early day.

I have, etc.,

E. J. PHELPS.

No. 75.

Mr. Bayard to Mr. Phelps.

No. 733.]

DEPARTMENT OF STATE,
Washington, November 25, 1887.

SIR: Your No. 618, of the 12th instant, stating the result of your interviews with Lord Salisbury on the subject of the seal fisheries in Behring Sea, is received.

The favorable response to our suggestion of mutually agreeing to a code of regulations is very satisfactory, and the subject will have immediate attention.

I am, etc.,

T. F. BAYARD.

No. 76.

Mr. Bayard to Mr. Phelps.

No. 782.]

DEPARTMENT OF STATE,
Washington, February 7, 1888.

SIR: I have received your No. 618, of the 12th of November last, containing an account of your interview with Lord Salisbury of the preceding day, in which his lordship expressed acquiescence in my proposal of an agreement between the United States and Great Britain in regard to the adoption of concurrent regulations for the preservation of fur seals in Behring Sea from extermination by destruction at improper seasons and by improper methods by the citizens of either country.

In response to his lordship's suggestion that this Government submit a sketch of a system of regulations for the purpose indicated, it may be expedient, before making a definite proposition, to describe some of the conditions of seal life; and for this purpose it is believed that a concise statement as to that part of the life of the seal which is spent in Behring Sea will be sufficient.

All those who have made a study of the seals in Behring Sea are agreed that, on an average, from five to six months, that is to say, from the middle or towards the end of spring till the middle or end of October, are spent by them in those waters in breeding and in rearing their young. During this time they have their rookeries on the islands of St. Paul and St. George, which constitute the Pribyloff group and belong to the United States, and on the Commander Islands, which belong to Russia. But the number of animals resorting to the latter group is small in comparison with that resorting to the former. The rest of the year they are supposed to spend in the open sea south of the Aleutian Islands.

Their migration northward, which has been stated as taking place during the spring and till the middle of June, is made through the numerous passes in the long chain of the Aleutian Islands, above which the courses of their travel converge chiefly to the Pribyloff group. During this migration the female seals are so advanced in pregnancy that they generally give birth to their young, which are commonly called pups, within two weeks after reaching the rookeries. Between the time of the birth of the pups and of the emigration of the seals from the islands in the autumn the females are occupied in suckling their young; and by far the largest part of the seals found at a distance from the islands in Behring Sea during the summer and early autumn are females in search of food, which is made doubly necessary to enable them to suckle their young as well as to support a condition of renewed pregnancy, which begins in a week or a little more after their delivery.

The male seals, or bulls, as they are commonly called, require little food while on the islands, where they remain guarding their harems, watching the rookeries, and sustaining existence on the large amount of blubber which they have secreted beneath their skins and which is gradually absorbed during the five or six succeeding months.

Moreover, it is impossible to distinguish the male from the female seals in the water, or pregnant females from those that are not so. When the animals are killed in the water with fire-arms many sink at once and are never recovered, and some authorities state that not more than one out of three of those so slaughtered is ever secured. This may, however, be an overestimate of the number lost.

It is thus apparent that to permit the destruction of the seals by the use of fire-arms, nets, or other mischievous means in Behring Sea would result in the speedy extermination of the race. There appears to be no difference of opinion on this subject among experts. And the fact is so clearly and forcibly stated in the report of the inspector of fisheries for British Columbia of the 31st of December, 1886, that I will quote therefrom the following pertinent passage:

There were killed this year, so far, from 40,000 to 50,000 fur seals, which have been taken by schooners from San Francisco and Victoria. The greater number were killed in Behring Sea, and were nearly all cows or female seals. This enormous catch, with the increase which will take place when the vessels fitting up every year are ready, will, I am afraid, soon deplete our fur-seal fishery, and it is a great pity that such a valuable industry could not in some way be protected. (Report of Thomas Mowat, Inspector of Fisheries for British Columbia; Sessional papers, Vol. 15, No. 16, p. 268; Ottawa, 1887.)

The only way of obviating the lamentable result above predicted appears to be by the United States, Great Britain, and other interested powers taking concerted action to prevent their citizens or subjects from killing fur seals with fire-arms, or other destructive weapons, north of 50° of north latitude, and between 160° of longitude west and 170° of longitude east from Greenwich, during the period intervening between April 15 and November 1. To prevent the killing within a marine belt of 40 or 50 miles from the islands during that period would be ineffectual as a preservative measure. This would clearly be so during the approach of the seals to the islands. And after their arrival there such a limit of protection would also be insufficient, since the rapid progress of the seals through the water enables them to go great distances from the islands in so short a time that it has been calculated that an ordinary seal could go to the Aleutian Islands and back, in all a distance of 360 or 400 miles, in less than two days.

On the Pribyloff Islands themselves, where the killing is at present under the direction of the Alaska Commercial Company, which by the terms of its contract is not permitted to take over 100,000 skins a year, no females, pups, or old bulls are ever killed, and thus the breeding of the animals is not interfered with. The old bulls are the first to reach the islands, where they await the coming of the females. As the young bulls arrive they are driven away by the old bulls to the sandy part of the islands, by themselves. And these are the animals that are driven inland and there killed by clubbing, so that the skins are not perforated, and discrimination is exercised in each case.

That the extermination of the fur seals must soon take place unless they are protected from destruction in Behring Sea is shown by the fate of the animal in other parts of the world, in the absence of concerted action among the nations interested for its preservation. Formerly many thousands of seals were obtained annually from the South Pacific Islands, and from the coasts of Chili and South Africa. They were also common in the Falkland Islands and the adjacent seas. But in those islands, where hundreds of thousands of skins were formerly obtained, there have been taken, according to best statistics, since 1880, less than 1,500 skins. In some places the indiscriminate slaughter, especially by

use of fire-arms, has in a few years resulted in completely breaking up extensive rookeries.

At the present time it is estimated that out of an aggregate yearly yield of 185,000 seals from all parts of the globe, over 130,000, or more than two-thirds, are obtained from the rookeries on the American and Russian islands in Behring Sea. Of the remainder, the larger part are taken in Behring Sea, although such taking, at least on such a scale, in that quarter is a comparatively recent thing. But if the killing of the fur seal there with fire-arms, nets, and other destructive implements were permitted, hunters would abandon other and exhausted places of pursuit for the more productive field of Behring Sea, where extermination of this valuable animal would also rapidly ensue.

It is manifestly for the interests of all nations that so deplorable a thing should not be allowed to occur. As has already been stated, on the Pribyloff Islands this Government strictly limits the number of seals that may be killed under its own lease to an American company; and citizens of the United States have, during the past year, been arrested and ten American vessels seized for killing fur seals in Behring Sea.

England, however, has an especially great interest in this matter, in addition to that which she must feel in preventing the extermination of an animal which contributes so much to the gain and comfort of her people. Nearly all undressed fur-seal skins are sent to London, where they are dressed and dyed for the market, and where many of them are sold. It is stated that at least 10,000 people in that city find profitable employment in this work; far more than the total number of people engaged in hunting the fur seal in every part of the world. At the Pribyloff Islands it is believed that there are not more than 400 persons so engaged; at Commander Islands, not more than 300; in the Northwest coast fishery, not more than 525 Indian hunters and 100 whites; and in the Cape Horn fishery, not more than 400 persons, of whom perhaps 300 are Chilians. Great Britain, therefore, in co-operating with the United States to prevent the destruction of fur seals in Behring Sea would also be perpetuating an extensive and valuable industry in which her own citizens have the most lucrative share.

I inclose for your information copy of a memorandum on the fur-seal fisheries of the world, prepared by Mr. A. Howard Clark, in response to a request made by this Department to the U. S. Fish Commissioner. I inclose also, for your further information, copy of a letter to me, dated December 3d last, from Mr. Henry W. Elliott, who has spent much time in Alaska, engaged in the study of seal life, upon which he is well known as an authority. I desire to call your especial attention to what is said by Mr. Elliott in respect to the new method of catching the seals with nets.

As the subject of this dispatch is one of great importance and of immediate urgency, I will ask that you give it as early attention as possible.

I am, etc.,

T. F. BAYARD.

[Inclosure 1.]

Review of the fur-seal fisheries of the world in 1887.

BY A. HOWARD CLARK.

In the Encyclopædia Britannica, ninth edition, the fur-seal fisheries are credited with an annual yield of 185,000 skins, of which 100,000 are said to be obtained from the Pribyloff Islands, 30,000 from the Commander Islands, 15,000 from the straits of

Juan de Fuca and vicinity, 12,000 from the Lobos Islands, 15,000 from Patagonia and outlying islands, 500 from the Falkland Islands, 10,000 from the Cape of Good Hope and places thereabout, and 2,500 from islands belonging to Japan.

The above statistics were communicated by me to the author of the article "Seal Fisheries" in the Encyclopædia and had been carefully verified by the latest official records and by a personal interview with Messrs. C. M. Lampson & Co., of London, one of the principal fur houses of the world, and by whom most of the annual production of fur seal-skins are placed upon the market.

A review of the subject at this time (January, 1888) necessitates but a slight change in the annual production and in the apportionment to the several fisheries. Some of the fisheries have increased while others have decreased. Taking the average annual yield from 1880 to date, I find that the total production is now 192,457 skins, obtained as follows:

Annual yield of fur-seal fisheries.

	Fur-seal skins.
Pribyloff Islands, Behring Sea.....	94,967
Commander Islands and Robben Reef.....	41,893
Islands belonging to Japan.....	4,000
British and American sealing fleets on northwest coast of America (including catch at Cape Flattery and Behring Sea).....	25,000
Lobos Islands at mouth of Rio de la Plata.....	12,385
Cape of Good Hope, including islands in Southern Indian Ocean.....	5,500
Cape Horn region.....	8,162
Falkland Islands.....	550
Total.....	192,457

The statistics for the Pribyloff and Commander Islands are compiled from reports of the Alaska Commercial Company, Mr. Elliott's reports in volume 8, Tenth Census, and in section 5, U. S. Fish Commission report, and trade reports of annual sales in London (Fur Trade Review, published monthly at No. 11 Bond street, New York). The northwest coast statistics are from the annual reports of the department of fisheries of Canada and from Mr. Swan's report in section 5, volume 2, of the quarto report of the U. S. Fish Commission. For Japan, Lobos Islands, Cape of Good Hope, and Falkland Islands the statistics are from the "Annual Statements of the Trade of the United Kingdom with foreign countries and British possessions as presented to Parliament." Statistics for Cape Horn region are from sealing merchants of Stonington and New London, Conn.

The details of the fisheries for a series of years are shown in the following table:

(As to the number of persons employed, it is not possible to give details in all cases. At Pribyloff Islands in 1880 there were 372 Aleuts and 18 whites. At Commander Islands there are about 300 persons; in the northwest coast fishery 523 Indian hunters and 100 whites, and in the Cape Horn fishery about 400 whites, of whom perhaps 300 are Chilians.)

Number of fur-seal skins from principal fisheries, 1871 to 1887.

[Compiled from official sources by A. H. Clark. No returns for spaces blank.]

Year.	Pribyloff Islands.	Commander Islands and Robben Reef.	Northwest coast of America.	Japan.	Falkland Islands.	Cape Horn.	Lobos Islands.	Cape of Good Hope.
1871.....	63,000	3,614	.....	(*)	.....	(†)	.....	.....
1872.....	99,000	29,319	.....	(*)	.....	(†)	.....	.....
1873.....	99,630	30,396	.....	(*)	.....	(†)	.....	.....
1874.....	99,820	31,272	.....	(*)	1,085	(†)	7,954	9,393
1875.....	99,500	36,274	.....	(*)	100	(†)	2,243	8,629
1876.....	99,000	26,960	.....	(*)	173	(†)	6,618	11,225
1877.....	85,000	21,532	.....	(*)	1,386	(†)	22,550	11,065
1878.....	95,000	31,340	.....	(*)	2,366	(†)	11,931	13,086
1879.....	99,968	42,752	18,500	(*)	4,038	(†)	6,900	15,128
1880.....	99,950	48,504	19,150	(*)	2,427	9,275	10,900	7,731
1881.....	85,000	42,640	.....	(*)	620	6,610	8,887	8,280
1882.....	99,800	46,000	†17,700	(*)	50	8,600	15,067	11,497
1883.....	78,000	25,000	.....	11,943	8	(§)	13,950	7,020
1884.....	99,500	38,000	†15,641	.....	684	(§)	10,722	3,924
1885.....	99,600	42,000	†15,000	.....	.....	(§)	11,223	4,407
1886.....	98,000	45,000	†38,907	3,695	68	(§)	15,949	3,378
1887.....	99,890	48,000	||29,211	.....	.....	(§)	.....	.....

* Annual average estimated at 4,000 skins.

† Catch landed at British Columbia vessels.

|| Mostly taking in Behring Sea. See Schedule A.

† Total 1870 to 1880, 92,750; average, 9,275.

§ Returns not received.

The second point upon which information is requested is "that of the destruction of the fur seal, resulting either in its extermination or the diminution of its yield, in places where it formerly abounded," etc.

At the beginning of the present century there were great rookeries of fur seal at Falkland Islands, at the South Shetlands, at Masafuera, at South Georgia, and at many other places throughout the Antarctic region. These places were visited by sealing vessels, and indiscriminate slaughter of the animals resulted in the extermination of the species or in such diminution in their numbers that the fishery became unprofitable.

The details of the Antarctic fishery are given in section 5, volume 2, of the quarto report of the U. S. Fish Commission, pages 400-467; in report by H. W. Elliott on "Seal Islands of Alaska," 6, 117-124 (reprinted in volume 8, Tenth Census Reports); in "Monograph of North American Pinnipeds," by J. A. Allen (Misc. Pub. XII, U. S. Geological Survey); in "Fanning's Voyages Round the World" (New York, 1833); in "Narrative of Voyages and Travels in Northern and Southern Hemispheres," by Amasa Delano (Boston, 1817); and in numerous other works, to which reference will be found in the above volumes.

A few men are still living who participated in the Antarctic seal fisheries years ago. Their stories of the former abundance of fur seals I have obtained in personal interviews. As to the manner of destruction there is but one thing to say. An indiscriminate slaughter of old and young, male and female, in a few years results in the breaking up of the largest rookeries, and, as in the case of Masafuera and the Falkland Islands, the injury seems to be a permanent one. As an instance, the South Shetlands were first visited in 1819, when fur seals were very abundant; two vessels in a short time securing full fares. In 1820, thirty vessels hastened to the Islands, and in a few weeks obtained upwards of 250,000 skins, while thousands of seals were killed and lost. In 1821 and 1822 Weddell* says "320,000 skins were taken. * * * The system of extermination was practiced, * * * for whenever a seal reached the beach, of whatever denomination, he was immediately killed and his skin taken, and by this means, at the end of the second year, the animals became nearly extinct; the young having lost their mothers when only three or four days old, of course died, which at the lowest calculation exceeded 100,000." In subsequent years, until 1845, these islands were occasionally visited by vessels in search of seal skins, but never after 1822 were many animals found there. About 1845 the Antarctic fur sealing was abandoned. In 1871 the industry was renewed, and a few vessels secured some valuable furs from the South Shetlands, but in a few years voyages there became unprofitable. (See section 5, volume 2, U. S. Fish Commissioner's Report, pp. 402-458.)

The same story may be told of Masafuera, from which island about 3,500,000 fur-seal skins were taken between the years 1793 and 1807 (see section 5, as above, p. 407). Captain Morrell states that in 1807 "the business was scarcely worth following at Masafuera, and in 1824 the island, like its neighbor Juan Fernandez, was almost entirely abandoned by these animals." (Morrell's Voyage: New York, 1832, p. 130.) Scarcely any seals have since been found at Masafuera. Delano states that in 1797 there were two or three million fur seals on that island. Elliott, in his report, already cited, gives accounts of earlier voyages to Masafuera, etc. I have consulted log-books and journals of several voyages, all agreeing in the former abundance and the extermination of the fur seal on Masafuera as well as on other Antarctic or southern islands.

At the Falkland Islands both fur seals and sea lions abounded, but there, too, they were destroyed.

The sealing business at South Georgia was most prosperous in 1800, during which season sixteen American and English vessels took 112,000 fur-seal skins. Though not as important a rookery as some of the other islands, considerable numbers of fur seals have been taken from South Georgia. Since 1870 some good cargoes of elephant-seal oil have been taken there.

Fur seals were abundant at the Tristan d'Acunha Islands at the beginning of the century, and because of the almost inaccessible caves and rocks to which they resort, a few have survived, or least as late as 1873 a few were annually taken there.

On the west coast of Africa, from Cape of Good Hope to 16° south latitude, there was until 1870 a considerable number of fur seals of an inferior quality, but they are now practically exhausted, the few skins marketed as coming from there being taken on various hauling grounds on islets farther south and east. (See Sec. 5, vol. 2, U. S. Fish Com. Report, p. 415.)

The Prince Edward group, Crozet Islands, Kerguelen Land, and other smaller islands in the Southern Indian and Southern Pacific Oceans were important seal fisheries, both for the fur and elephant seal. At none of them is any number of seals found to-day. The English exploring ship *Challenger* visited Kerguelen Land in 1873-'76, and reports:

* Weddell's Voyages, p. 130, quoted in sec. 5, vol. 2, quarto report of U. S. F. C., p. 407.

"Two of the whaling schooners met with at the island killed over seventy fur seals in one day and upwards of twenty at another, at some small islands off Howe Islands to the north. It is a pity that some discretion is not exercised in killing the animals, as is done at St. Paul Island, in Behring Sea, in the case of the northern fur seal. By killing the young males and selecting certain animals only for killing the number of seals even may be increased; the sealers in Kerguelen Island kill all they can find." (See "Report of the Scientific Results of the Exploring Voyage of H. M. S. *Challenger*, 1873-'76. Narrative of the Cruise, vol I, in two parts. 4°. Published by order of Her Majesty's Government, 1885.")

In these volumes will be found similar references to other seal islands visited by the *Challenger*. In referring to Marion Island the report says:

"The ruthless manner in which fur and elephant seals were destroyed by the sealing parties in the early part of this century has had the effect of almost exterminating the colony that used these desolate islands for breeding purposes." (Vol. I, p. 294.)

To recapitulate, concerning seal rookeries south of the equator, I may say that there is no single place where any number are now known to resort, except on the Lobos Islands, off Peru, and at the mouth of the Rio de la Plata, and on the neighboring hauling grounds at the cliffs of Cabo Corrientes. Here they are and have long been protected by the Argentine Republic or Uruguay, and the rookery appears to remain about the same size, with little apparent increase or decrease in the number of animals, as may be seen by statistics of the catch in the table above given.

The small rookeries or hauling grounds at Diego Ramirez Islands, Cape Horn, and the rocky islets in that vicinity, from 1870 to 1883 or 1884, yielded some return to the hardy sealers of Stonington and New London, Conn., from which ports a half dozen vessels have been annually sent. Even this last resort of American sealers is practically exhausted, and only by much search is a profitable voyage made there. Dr. Coppinger, who was at Cape Horn in 1878-'82 (Cruise of the *Alert*, by R. W. Coppinger: London, 1883), tells of the difficulties of sealing at Cape Horn, and of the profits made when even a few skins are secured. In 1880 Captain Temple "came through the western channels of Patagonia, having entered the straits at Tres Montes," and on the Cavadonga group of barren rocks he says he found some thousands of seals.

Had the great southern rookeries been protected by Government it is altogether probable, according to all authorities, that they would to-day yield many thousands of skins, in some cases equal to the valuable returns of the Pribyloff group.

In proceeding up the Southern Pacific from Masafuera we pass St. Felix, the Lobos Islands off Peru, and the Galapagos Islands, on which, as well as on other islands in that ocean, the fur seal once was found, but whence it has been exterminated. North of the equator we meet first the Guadaloupe Islands, where in 1878 there were a few fur seals, presumably migrations from the Pribyloff group. Moving northward along the Californian and northwest coast the fur seal is found in winter and early spring on its way to the great breeding grounds on the Pribyloff Islands. It is during this migration that the Pacific sealing schooners of British Columbia and San Francisco capture them, and it is probable that if the fleet increases in size with a corresponding increase in the number of seals taken, there will ere long be an appreciable decrease in the number of seals on the Pribyloff Islands. This can not but be the result, for many seals are killed and not secured, and there is the same indiscriminate slaughter as regards young and old, male and female, that was practiced at the southern rookeries. The statistics showing the present growing condition of the northwest coast fishery and the efforts of the fishermen to follow the seals even into Behring Sea are already a matter of record and need not be repeated here except to refer to the annual reports of the department of fisheries of Canada. In the report for 1886 will be found (on page 249) the names of the British Columbian fleet, aggregating 20 vessels manned by 79 sailors and 380 hunters, and their catch is given at 38,917 skins as compared with 13 vessels taking 17,700 skins in 1882. The American vessels in this fleet in 1880 and their catch is given by Mr. Swan in section 5, volume 2, of the quarto report of U. S. Fish Commission.

It is not necessary that I refer to the condition of the rookeries on the Pribyloff Islands. There can be no question concerning the advisability of regulating the number of animals to be killed and the selection of such animals as will not interfere with the breeding of the species. The history of the islands at the beginning of the century, when there was an indiscriminate slaughter of fur seals, and the protection of the animals in 1808 and thereafter by the Russian and American Governments is fully told by Veniaminov and by Elliott, and need not be repeated here. (Veniaminov's *Zapieskie*, etc.; St. Petersburg, 1842; volume 2, pp. 568, quoted by H. W. Elliott in *Seal Islands of Alaska*, pp. 140-145, volume 8, Tenth Census Report.)

The Commander Islands (Behring and Copper Islands), in Behring Sea, and Robben Reef, near Saghalien, in the Okhotsk Sea, are leased by the Alaska Commercial Company, and are protected by the Russian Government in much the same manner that the Pribyloff Islands are protected by the United States Government. A description

of the seal industry on those islands is given by Professor Nordenskiöld in *Voyage of the Vega*, a translation of a portion of his report being given by Mr. Elliott on pages 109-115, in *Seal Islands of Alaska*. At Robben Reef it is impossible to establish a station, the rock being often wave-washed, but the Alaska Company send men there in the season to gather from 1,500 to 4,000 skins each year. The agent of the Russian Government confers with the Alaska Company's agent each year to determine the number of skins that shall be taken in the Commander Islands.

The seals taken by the Japanese are those migrating from the Commander group and are not secured in large numbers, the average being about 4,000, though some years as many as 11,000 are taken.

SCHEDULE A.—*Memorandum of seal-skin seizures, vessels, etc., in Behring Sea, in 1887.*

Name and rig.	Nation.	Tonnage.	Captain.	Owner.	Seized.	Date.	Seals.
<i>Steam-schooners.</i>							
W. P. Sayward	British	59	Geo. R. Terry	J. D. Warren	Steamer Rush	July 10	477
Anne Beck	do	36	Louis Olsen	do	do	July 3	336
Grace	do	76	Wm. Petit	do	do	July 18	769
Dolphin	do	70	J. D. Warren	do	do	July 13	618
<i>Schooners.</i>							
Alfred Adams	do	68	W. W. Dyer	J. Guteman	do	Aug. 12	1,379
Ada	do	65	J. Gandin	J. Boskowitz	Steamer Bear	Aug. 25	1,876
Lottie Fairfield*				L. A. Hough	Steamer Rush		
Challenger	American	36	H. B. Jones	A. Douglass	do	Aug. 5	443
Lily L.	do	63	J. W. Todd	G. W. Ladd	do	July 1	151
Annie	do	25	H. Brown	Jas. Laflin	do	July 25	195
Kate and Annie	do	16	Chas. Lutjen	Chas. Lutjen	do	Aug. 11	304
Ellen	do	12	T. H. Wentworth	G. W. Lybyjust	do	Aug. 12	577
Alpha	do	26	James Taltén	{ Jas. Taltén } { J. V. Garvin }	do	{ Aug. 12 } { Aug. 12 }	195 389
San José	do	51	J. S. Lee	{ J. S. Lee } { J. D. Griffin }	do	Aug. 23	891
Angel Dolly	do	18	A. Tulles	J. D. Griffin	G. R. Tingle, Treas. agent.	Aug. 5	178
Allie T. Alger	do	70	C. E. Raynor		Steamer Bear	Aug. 25	1,594
Sylvia Handy	do	68	J. L. Catheut	L. N. Handy & Son.	do	Sept. 2	1,597
Total							11,969

* Vessel not captured.

Arrival of sealing schooners from Behring Sea in 1887, as far as reported to October 5, 1887

Arrived at—	Name of schooner.	No. of skins.
Port Townsend	Lottie	700
Victoria	Mary Taylor	1,000
Do	Pathfinder	2,300
Do	Penelope	1,500
Do	Black Diamond	595
Do	Mountain Chief	700
Do	Lottie Fairfield	2,997
Do	Adel	1,350
Do	Favorite	1,887
Do	Teresa	1,246
Do	Triumph	480
Do	City of San Diego	1,187
Do	Vanderbilt	1,300
		17,242

Recapitulation, as reported up to October 5, 1887: Skins seized, 11,969; skins landed, 17,242; total, 29,211.

[Inclosure 2.]

*Mr. Elliott to Mr. Bayard.*SMITHSONIAN INSTITUTION,
Washington, D. C., December 3, 1887.

SIR: During the course of my extended studies of the fur seal on its breeding and hauling grounds in Behring Sea, I was led naturally into a very careful examination of the subject of its protection and perpetuation. This investigation caused me to give much attention then to the effect which pelagic sealing would have upon the well-being and the conservation of these anomalous and valuable interests of our Government as we view them upon the Pribyloff group.

When preparing, in 1881, a final arrangement of my field-notes and memoranda for publication in my Monograph of the Seal Islands of Alaska (Tenth Census United States of America), the late Professor Baird suggested that I omit the discussion of this theme of pelagic sealing, because it might serve to invite an attack which otherwise would never be made upon these preserves of our Government.

This attack, however, has recently been made, and the thought occurs to me now that a brief epitome of my study of the effect which this plan of sealing will have upon the integrity and value of our fur-bearing interests in Behring Sea—that such a brief yet accurate statement will be of service to you. I therefore venture to present the following transcript:

It is now well understood and unquestioned—

(1) That the fur seal of Alaska is obliged to haul out annually upon the Pribyloff Islands for the purpose of breeding and shedding its pelage.

(2) That from the time of its departure from these islands in the autumn of every year up to the time of its return to them in the following spring it lands nowhere else.

(3) That it arrives en masse upon these islands in June and July and departs from them in October and November.

(4) That when leaving the islands in the fall it heads directly for and rapidly passes out from Behring Sea into the waters of the North Pacific Ocean. Its paths of travel are bee-lines from the Pribyloff group to and through the numerous passes of the Aleutian Archipelago; the passes of Ooninmak, Akootan, Oonalga, Oomnak, and the Four Mountains are most favored by it.

(5) That it returns from the broad wastes of the North Pacific Ocean by these same paths of departure.

Therefore, if you will glance at the map of Alaska you will observe that the convergence and divergence of these watery paths of the fur seal in Behring Sea to and from the Seal Islands resembles the spread of the spokes of a half wheel—the Aleutian chain forms the felloe, while the hub into which these spokes enter is the small Pribyloff group.

Thus you can see that as these watery paths of the fur seal converge in Behring Sea they, in so doing, rapidly and solidly mass together thousands and tens of thousands of widely-scattered animals (as they travel) at points 50 and even 100 miles distant from the rookeries of the Seal Islands.

Here is the location and the opportunity of the pelagic sealer. Here is his chance to lie at anchor over the shallow bed of Behring Sea, 50 and 100 miles distant from the Pribyloff group, where he has the best holding ground known to sailors, and where he can ride at any weather safely swinging to his cable and in no danger from a lee shore if it should slip. The immediate vicinity, however, of the Aleutian passes is dangerous in the extreme to him. There he encounters terrible tide-rips, swift currents, and furious gales formed through the entrances, with the very worst of rough, rocky, holding ground.

But up here, anywhere from 3 to 100 miles south of the Seal Islands, in Behring Sea, in that watery road of the returning fur-seal millions, he has a safe and fine location from which to shoot, to spear, and to net these fur-bearing amphibians, and where he can work the most complete ruin in a very short time.

His power for destruction is still further augmented by the fact that those seals which are most liable to meet his eye and aim are female fur seals, which, heavy with young, are here slowly nearing the land reluctant to haul out of the cool water until the day and hour arrives that limits the period of their gestation.

The pelagic sealer employs three agencies with which to secure his quarry, viz: He sends out Indians with canoes and spears from his vessel; he uses rifle and ball, shot-guns, and buckshot; and last, but most deadly and destructive of all, he spreads the "gill-net" in favorable weather.

With gill-nets, under run by a fleet of sealers in Behring Sea, across these converging paths of the fur seal, anywhere from 3 to 100 miles southerly from the Seal Islands, I am extremely moderate in saying that such a fleet could and would utterly ruin the fur-seal rookeries of the Pribyloff Islands in less time than three or

four short seasons. If these men were unchecked every foot of that watery area of fur-seal travel in Behring Sea above indicated could and would be traversed by these deadly nets, and a seal would scarcely have one chance in ten to safely pass such a cordon in attempting to go and return from its breeding haunts.

Open these waters of Behring Sea to unchecked pelagic sealing, then a fleet of hundreds of vessels—steamers, ships, schooners, and whatnot—would immediately venture into them bent upon the most vigorous and indiscriminate slaughter of these animals. A few seasons then of the greediest rapine, then nothing left of those wonderful and valuable interests of the public which are now so handsomely embodied on the Seal Islands. Guarded and conserved as they are to-day they will last for an indefinite time to come, objects of the highest commercial value and good to the world, and subjects for the most fascinating biological study.

It is also well to note the fact that not an eligible acre of land is barred out from settlement or any other fit use by our people, and not a league of water is closed to any legitimate trade or commerce in all Alaska by this action of our Government in thus protecting the fur-bearing rookeries of the Pribyloff group.

Such are the facts in this connection. They are indisputable. No intelligent, unselfish man will advocate for a moment the policy of destruction in this instance—he never will if fully aware of the facts bearing on the question.

There are only two parties in this controversy. The party of destruction demands the full right to unchecked pelagic sealing in Behring Sea, while the party of preservation demands the suppression of that sealing. Comment is unnecessary.

Very truly, etc.,

HENRY W. ELLIOTT.

No. 77.

Mr. Phelps to Mr. Bayard.

No. 690.]

LEGATION OF THE UNITED STATES,
London, February 18, 1888. (Received February 28.)

SIR: I received yesterday your instruction No. 782, under date of February 7, relative to the Alaskan seal fisheries. I immediately addressed a note to Lord Salisbury, inclosing for his perusal one of the printed copies of the instruction, and requesting an appointment for an early interview on the subject.

I also sent a note to the Russian ambassador, and an interview with him is arranged for the 21st instant.

The whole matter will receive my immediate and thorough attention and I hope for a favorable result. Meanwhile I would ask your consideration of the manner in which you would propose to carry out the regulations of these fisheries that may be agreed upon by the countries interested. Would not legislation be necessary; and, if so, is there any hope of obtaining it on the part of Congress?

I have, etc.,

E. J. PHELPS.

No. 78.

Mr. Phelps to Mr. Bayard.

[Extract.]

No. 692.]

LEGATION OF THE UNITED STATES,
London, February 25, 1888. (Received March 6.)

SIR: Referring to your instructions, numbered 782, of February 7, 1888, in reference to the Alaska seal fisheries, and to my reply thereto, numbered 690, of February 18, I have the honor to inform you that

have since had interviews on the subject with Lord Salisbury and with M. de Staal, the Russian ambassador.

Lord Salisbury assents to your proposition to establish, by mutual arrangement between the Governments interested, a close time for fur seals, between April 15 and November 1, and between 160° of longitude west and 170° of longitude east, in the Behring Sea.

He will also join the United States Government in any preventive measures it may be thought best to adopt, by orders issued to the naval vessels in that region of the respective Governments.

I have this morning telegraphed you for additional printed copies of instructions 782 for the use of Her Majesty's Government.

The Russian ambassador concurs, so far as his personal opinion is concerned, in the propriety of the proposed measures for the protection of the seals, and has promised to communicate at once with his Government in regard to it. I have furnished him with copies of instructions 782 for the use of his Government.

I have, etc.,

E. J. PHELPS.

No. 79.

Mr. Bayard to Mr. Phelps.

No. 810.]

DEPARTMENT OF STATE,
Washington, March 2, 1888.

SIR: I have to acknowledge the receipt of your No. 690, of the 18th ultimo, in relation to the Alaskan seal fisheries, and have pleasure in observing the promptitude with which the business has been conducted.

It is hoped that Lord Salisbury will give it favorable consideration, as there can be no doubt of the importance of preserving the seal fisheries in Behring Sea, and it is also desirable that this should be done by an arrangement between the Governments interested, without the United States being called upon to consider what special measures of its own the exceptional character of the property in question might require it to take in case of the refusal of foreign powers to give their co-operation.

Whether legislation would be necessary to enable the United States and Great Britain to carry out measures for the protection of the seals would depend much upon the character of the regulations; but it is probable that legislation would be required.

The manner of protecting the seals would depend upon the kind of arrangement which Great Britain would be willing to make with the United States for the policing of the seas and for the trial of British subjects violating the regulations which the two Governments may agree upon for such protection. As it appears to this Government, the commerce carried on in and about Behring Sea is so limited in variety and extent that the present efforts of this Government to protect the seals need not be complicated by considerations which are of great importance in highways of commerce and render the interference by the officers of one Government with the merchant vessels of another on the high seas inadmissible. But even in regard to those parts of the globe where commerce is extensively carried on, the United States and Great Britain have, for a common purpose, abated in a measure their

objection to such interference and agreed that it might be made by the naval vessels of either country.

Reference is made to the treaty concluded at Washington on the 7th of April, 1862, between the United States and Great Britain for the suppression of the slave trade, under which the joint policing of the seas by the naval vessels of the contracting parties was provided for. In this convention no limitation was imposed as to the part of the high seas of the world in which visitation and search of the merchant vessels of one of the contracting parties might be made by a naval vessel of the other party. In the present case, however, the range within which visitation and search would be required is so limited, and the commerce there carried on so insignificant, that it is scarcely thought necessary to refer to the slave-trade convention for a precedent, nor is it deemed necessary that the performance of police duty should be by the naval vessels of the contracting parties.

In regard to the trial of offenders for violation of the proposed regulations, provision might be made for such trial by handing over the alleged offender to the courts of his own country.

A precedent for such procedure is found in the treaty signed at the Hague on May 6, 1882, for regulating the police of the North Sea fisheries, a copy of which is inclosed.

I am, etc.,

T. F. BAYARD.

No. 80.

Mr. White to Mr. Bayard.

[Telegram.]

LEGATION OF THE UNITED STATES,
London, April 7, 1888. (Received April 7.)

Mr. White stated that on the following Thursday he was to meet Lord Salisbury and M. de Staal to discuss the question of the protection of the seals. On April 7 he had had an interview on the subject with M. de Staal, from whom he learned that the Russian Government wished to include in the proposed arrangement that part of Behring Sea in which the Commander Islands are situated, and also the sea of Okhotsk. Mr. White supposed that the United States would not object to this.

No. 81.

Mr. White to Mr. Bayard.

No. 720.]

LEGATION OF THE UNITED STATES,
London, April 7, 1888. (Received April 17.)

SIR: Referring to your instructions numbered 782 of February 7 and 810 of March 2, respecting the protection of seals in Behring Sea, I have the honor to acquaint you that I received a private note from the Marquis of Salisbury this morning stating that at the request of the Russian ambassador he had appointed a meeting at the foreign office next Wednesday, 11th instant, "to discuss the question of a close time for the

seal fishery in Behring Sea," and expressing a hope that I would make it convenient to be present, and I have replied that I shall be happy to attend.

Subsequently I saw M. de Staal, the Russian ambassador, at his request. He referred to the interviews which Mr. Phelps had had with him, of which I was, of course, cognizant, and stated that his full instructions on the subject would not reach London until to-night or to-morrow, and that he was about to leave town until next Wednesday, but meanwhile he could say that his Government would like to have the regulations which might be agreed upon for Behring Sea extended to that portion of the latter in which the Commander Islands are situated, and also to the sea of Okhotsk (in which Robben Island is situated).

As both these places are outside the limit laid down in your instruction numbered 782 (170° of longitude east from Greenwich), I have thought it best to send you the telegram, of which I inclose a copy herewith.*

I am, etc.,

HENRY WHITE.

No. 82.

Mr. Bayard to Mr. White.

[Telegram.]

DEPARTMENT OF STATE,
Washington, April 9, 1888.

Mr. Bayard stated, in reply to Mr. White's telegram of April 7, that this Government did not object to the extension of the arrangement for the protection of the fur-seal fisheries to the whole of Behring Sea.

No. 83.

Mr. Bayard to Mr. White.

[Extract.]

No. 849.]

DEPARTMENT OF STATE,
Washington, April 18, 1888.

SIR: I have to acknowledge your No. 720 of the 7th instant, inclosing copy of your telegram of the same date in which you informed the Department that Lord Salisbury, the Russian ambassador, and yourself were to meet on Thursday, the 12th instant, to discuss the protection of seals, and that the Russian Government desired to include in the proposed arrangement that portion of Behring Sea in which Commander Islands are situated, and also the sea of Okhotsk.

On the 9th instant I sent you a telegram stating that this Government did not object to the extension of the arrangement for the protection of the fur-seal fisheries to the whole of Behring Sea.

Owing to an error in transmission of your telegram, Okhotsk Sea did not appear to be included in the suggestion, but there is no objection to such inclusion.

I am, etc.,

T. F. BAYARD.

* For inclosure see *supra* No. 80.

No. 84.

Mr. White to Mr. Bayard.

No. 725.]

LEGATION OF THE UNITED STATES,
London, April 20, 1888. (Received April 30.)

SIR: Referring to your instructions Nos. 685, 782, and 810, to Mr. Phelps' dispatches Nos. 618 and 690, and to subsequent correspondence, I have the honor to acquaint you that I called at the foreign office on the 16th instant for the purpose of discussing with the Marquis of Salisbury and M. de Staal, the Russian ambassador, the details of the proposed conventional arrangement for the protection of seals in Behring Sea.

M. de Staal expressed a desire, on behalf of his Government, to include in the area to be protected by the convention the sea of Okhotsk, or at least that portion of it in which Robben Island is situated, there being, he said, in that region large numbers of seals, whose destruction is threatened in the same way as those in Behring Sea.

He also urged that measures be taken by the insertion of a clause in the proposed convention or otherwise, for prohibiting the importation, by merchant vessels, into the seal-protected area, for sale therein, of alcoholic drinks, fire-arms, gunpowder, and dynamite.

Lord Salisbury expressed no opinion with regard to the latter proposal, but, with a view to meeting the Russian Government's wishes respecting the waters surrounding Robben Island, he suggested that, besides the whole of Behring Sea, those portions of the Sea of Okhotsk and of the Pacific Ocean north of north latitude 47° should be included in the proposed arrangement.

His lordship intimated furthermore that the period proposed by the United States for a close time, April 15 to November 1, might interfere with the trade longer than absolutely necessary for the protection of the seals, and he suggested October 1, instead of a month later, as the termination of the period of seal protection.

I referred to the communications already made by Mr. Phelps on this subject to Lord Salisbury, and said that I should be obliged to refer to you the proposals which had just been made, before expressing an opinion with regard to them.

I have accordingly the honor to ask for instructions in reference to the same.

Meanwhile the Marquis of Salisbury promised to have prepared a draught convention for submission to the Russian ambassador and to myself. I shall lose no time in forwarding to you a copy of this document when received.

I am, etc.,

HENRY WHITE.

No. 85.

Mr. Bayard to Mr. White.

No. 864.]

DEPARTMENT OF STATE,
Washington, May 1, 1888.

SIR: Your dispatch No. 725 of the 20th ultimo stating the result of your interview with Lord Salisbury and the Russian ambassador relative to the protection of seals in Behring Sea, and requesting further instructions as to their proposals, has been received.

As you have already been instructed, the Department does not object to the inclusion of the sea of Okhotsk, or so much of it as may be necessary, in the arrangement for the protection of the seals. Nor is it thought absolutely necessary to insist on the extension of the close season till the 1st of November.

Only such a period is desired as may be requisite for the end in view. But in order that success may be assured in the efforts of the various governments interested in the protection of the seals, it seems advisable to take the 15th of October instead of the 1st as the date of the close season, although, as I am now advised, the 1st of November would be safer.

The suggestion made by Lord Salisbury that it may be necessary to bring other governments than the United States, Great Britain, and Russia into the arrangement has already been met by the action of the Department, as I have heretofore informed you. At the same time the invitation was sent to the British Government to negotiate a convention for seal protection in Behring Sea, a like invitation was extended to various other powers, which have without exception returned a favorable response.

In order, therefore, that the plan may be carried out, the convention proposed between the United States, Great Britain, and Russia should contain a clause providing for the subsequent adhesion of other powers.

In regard to the suggestion of the Russian ambassador that the convention be made to cover the question of the sale of fire-arms and liquor to the natives on the coasts in question, I am compelled to think, while in favor of restricting or prohibiting such sale, that it would be advisable to regulate the subject separately from the protection of the seals. It is possible that some governments might readily assent to the latter object, while indisposed to accede to the former, and in that way lead to the defeat of the end first proposed by this Government.

I am, etc.,

T. F. BAYARD.

No. 86.

Mr. White to Mr. Bayard.

No. 767.]

LEGATION OF THE UNITED STATES,
London, June 6, 1888. (Received June 16.)

SIR: With reference to your instructions numbered 864, of May 1, and to previous correspondence, I have the honor to inclose herewith, for your information, a copy of Sir James Fergusson's reply to a question asked by Mr. Gourley in the House of Commons on the 4th instant, from which you will observe that the Canadian Government have cautioned persons engaged in sealing expeditions in Behring Sea against using force in the event of their being interfered with by our officers.

I have etc.,

HENRY WHITE.

[Inclosure with No. 767.]

SEAL FISHERY IN BEHRING SEA.

[Extract from The Times, Tuesday, June 5, 1888.]

In answer to Mr. Gourley, Sir J. Fergusson said: I am informed that the government of the Dominion have cautioned persons engaged in sealing expeditions in the Behring Sea from using force in the event of their being interfered with by the United States officers. The questions involved are the subject of consideration by the Governments of Her Majesty and the United States and it would not be convenient or usual to present the correspondence before it is concluded.

In answer to a further question from Mr. Gourley, Sir J. Fergusson said that the correspondence between Her Majesty's Government and the Government of the United States was being conducted diplomatically and in a friendly manner, and he deprecated any discussion upon the matter at present.

No. 87.*Mr. White to Mr. Bayard.*

No. 786.]

LEGATION OF THE UNITED STATES,
London, June 20, 1888. (Received June 30.)

SIR: I have the honor to inform you that I availed myself of an early opportunity to acquaint the Marquis of Salisbury and the Russian ambassador of the receipt of your instructions numbered 864, of May 3, and shortly afterwards (May 16) his excellency and I called together at the foreign office for the purpose of discussing with his lordship the terms of the proposed convention for the protection of seals in Behring Sea. Unfortunately Lord Salisbury had just received a communication from the Canadian government stating that a memorandum on the subject would shortly be forwarded to London, and expressing a hope that pending the arrival of that document no further steps would be taken in the matter by Her Majesty's Government. Under these circumstances Lord Salisbury felt bound to await the Canadian memorandum before proceeding to draught the convention.

I have inquired several times whether this communication from Canada had been received, but it has not yet come to hand. I was informed to-day by Lord Salisbury that an urgent telegram had been sent to Canada a week ago with respect to the delay in its expedition, and that a reply had been received by the secretary of state for the colonies stating that the matter would be taken up immediately. I hope, therefore, that shortly after Mr. Phelps' return this Government will be in a condition to agree upon the terms of the proposed convention.

I have the honor to inclose for your information the copy of a question asked by Mr. Gourley and answered by Sir James Fergusson in behalf of the British Government with respect to the seal fishing in Behring Sea.

I have, etc.,

HENRY WHITE.

[Inclosure in No. 786.]

SEAL FISHING IN BEHRING SEA.

[Extract from The Times, Tuesday, June 19, 1888.]

Mr. Gourley asked the under-secretary of state for foreign affairs whether it was true that the United States Government had officially announced the departure of the war ship *Dolphin* and three other armed vessels to the Behring Sea, with instructions to seize British or other vessels engaged in seal fishing in those waters; whether Her Majesty's Government had sent a war ship to warn masters of British sealing vessels of the consequences of infringing the Alaskan laws; and whether any of the vessels seized for alleged illegal fishing in 1886 and 1887 had been, as promised, released.

Sir J. FERGUSSON. In so far as Her Majesty's Government are aware no such announcement has been made by the United States Government, nor has any British ship of war been ordered to Behring Sea. Orders have been given by the United States Government that the three British vessels seized in 1886, with their tackle, apparel, and furniture, should be restored to their owners. The vessels in question were the *Omward*, *Caroline*, and *Thornton*. As regards the seizures in 1887, we have not heard that any of them have been released, but proceedings in connection with all the seizures are before the American law courts.

No. 88.

Mr. Bayard to Mr. Phelps.

No. 948.]

DEPARTMENT OF STATE,
Washington, August 9, 1888.

SIR: I inclose herewith, for your information, a copy of a recent dispatch* from Mr. Hubbard, our minister at Tokio, relative to the recent action of the Japanese Government in requesting United States consuls in Japan to refrain from shipping Japanese subjects on otter-hunting vessels; and giving an account of the attack at Copper Island on the British schooner *Nemo*.

I am, etc.,

T. F. BAYARD.

No. 89.

Mr. Rives to Mr. Phelps.†

No. 982.]

DEPARTMENT OF STATE,
Washington, October 23, 1888.

SIR: I inclose herewith, for your information, a copy of a dispatch to this Department from Mr. Stevens, our consul at Victoria, British Columbia, relative to the fur-seal industry, giving an account of the business for the season which has just closed.

I am, etc.,

G. L. RIVES,
Acting Secretary.

* See *infra*, No. 98.

† Identic instructions were sent to U. S. minister to Russia.

[Inclosure with No. 982.]

Mr. Stevens to Mr. Rives.

No. 374.]

CONSULATE OF THE UNITED STATES OF AMERICA,
Victoria, British Columbia, October 8, 1888. (Received October 19.)

SIR: Within the last week all but one of the Victoria sealing fleet of fifteen vessels have arrived in port, having completed the season's cruise.

No unusual incident is mentioned save the seizure of the *Araunah*, belonging to Hall & Goepel, of this city, off Copper Island, July 1 last, by the *Alexander II*, belonging to the Alaska Commercial Company and floating the Russian flag, as stated by the public press in reporting the seizure. Messrs. Hall & Goepel have given me Captain Sieward's statement, viz:

"That the *Araunah* was seized on the 1st of July, 6 or 8 miles from the shore of the southern extremity of Copper Island, by the Alaska Commercial Company's steamer *Alexander II*, floating a Russian flag (not the national flag of Russia, but a Russian flag of some kind—possibly a revenue flag). The Russian Inspector-General of the islands was on board the steamer at the time of seizure. The ground of seizure given was that Russia claims the sovereignty of the Behring Sea, and the inspector stated that he would have seized the vessel had she been even 100 miles further south. The *Araunah* was first taken to Vladivostock and then to Petropaulovski, where the Indian hunters were paid for their canoes, and at which port the *Araunah* now lies. Thence the crew were shipped by the Russian Government in a vessel to Nagasaki, where the captain noted protest. The British Board of Trade there forwarded them to Yokohama, to be taken by the steam-ship *Batavia* to Vancouver.

Apropos of this, on the 12th July last, a boat's crew from the *Nemo*, of Yokohama, was fired into from the shore off Atton Island by the Aleuts, the captain killed and two men wounded. This press print was attested as true by Mr. Gray, of Yokohama, yesterday.

The total catch of the Victorian sealers Mr. Lubbe gives at 14,897 seal and 152 otter skins; for the last season (1887) 30,200, including about 12,000 seized. Only five American sealers have reported here this season. They have had the same luck as the Victorians. There has been an unusual period of heavy weather and fog at the north. Seal skins are worth \$6.25; otter \$105.

I am, etc.,

ROBT. J. STEVENS,
Consul.

No. 90.

The whales in Hudson Bay.

An Ottawa letter to the Boston Herald says:

The Dominion Government is now considering the possibility of acting on the suggestion of Commander Gordon, in charge of the fishery protective service, and who has made several voyages to Hudson Bay to close the whale fisheries of Hudson Bay and Straits for a time, in view of the rapid depletion of this industry which has become apparent. The industry has almost entirely been carried on by New England whalers, and he suggests that, if they be allowed to continue, a heavy license for the privilege should be exacted. The New England whalers, it is reported, attack their prey with harpoons, explosive bombs, and lances, fired from large swivel guns carried on steam-launches, instead of the old-fashioned weapons thrown by hand from row-boats.

In giving his evidence, when this subject was brought up before a committee of the Senate this spring, Dr. Bell, of the Government geological staff, said that against such appliances as are now used by the New England whalers the whale has no chance to escape. It makes the capture much more certain, as the whalers can destroy life at once with the bomb and secure the animal. Thirty years ago the larger whales were quite common in the Gulf of St. Lawrence, but were driven north by the large fleet of New England vessels engaged in the trade. They are now rarely seen off the Newfoundland coast, or even in Hudson Straits, where at one time they abounded in great numbers. The use of fire-arms, which led to the complete extirpation of the buffalo, is now at work in the whale fishery, and, according to Dr. Bell's evidence, it is only a question of time when some of the species will become

totally extinct. On being asked to suggest some means by which the extermination of the whales might be prevented, Dr. Bell said:

"I think charging a high license to permit whaling—either charge it on the number of whales killed, the quantity of oil obtained, or so much a vessel—would decrease it. The Russian Government, I understand, claim jurisdiction over the whale fisheries of the White Sea, which is quite open as compared with Hudson Bay, Boothia Bay, and many of our large bays. They charge something like £300 a season for a permit for a vessel to kill whales, and if the whalers do not pay it they are driven out of those waters. Now, if the Russian Government can claim control over the whale fisheries of the White Sea, surely we can control Hudson Bay and Boothia Bay; and if the Americans can capture our sealers in Behring Sea, surely we can capture American whalers found in Hudson Bay and Boothia Bay."

JAPAN.

No. 91.

Mr. Hubbard to Mr. Bayard.

No. 387.]

UNITED STATES LEGATION,

Tokio, Japan, September 28, 1887. (Received October 24.)

SIR: I have the honor to inform the Department of State that I have submitted to the Japanese minister for foreign affairs the substance of your instruction No. 153, in relation to taking steps for the better protection of the fur-seal fisheries in Behring Sea by international co-operation, waiving all exceptional measures and exceptional marine jurisdiction that might be properly claimed for that end by the United States. In invoking the early and earnest consideration of the propositions of your instruction for the reasons given, and which are alike of practical commercial interest to Japan as well as to the other friendly powers designated as having been invited to enter into a similar arrangement with our Government, I have requested Count Ito to name at his pleasure some time in the future when we may discuss informally the reasons for and the terms and conditions of such arrangement for the protection of the seal-fur fisheries in Behring Sea as will safe guard that large marine interest against the lawless and indiscriminate slaughter of this animal, contributing so much to the wealth and general welfare of mankind. Due report will be made to the Department of State as the negotiations progress, which I hope and expect will be concluded favorably to all concerned.

I have, etc.,

RICHARD B. HUBBARD.

No. 92.

Mr. Hubbard to Mr. Bayard.

[Telegram.]

LEGATION OF THE UNITED STATES,

Tokio, September 29, 1887. (Received September 29.)

Mr. Hubbard acknowledges the receipt of Mr. Bayard's instruction No. 153, of August 19, 1887, and requests, at the instance of the Japanese Government, copies of the Treasury regulations and contracts concerning the seal fisheries, and also a more definite statement as to the nature of the protection which it is desired to extend to those fisheries.

No. 93.

Mr. Hubbard to Mr. Bayard.

[Extract.]

No. 388.]

UNITED STATES LEGATION,

Tokio, Japan, September 29, 1887. (Received October 24.)

SIR: Referring to your instruction No. 153 I have already had the honor to inform the Department of State that I would seek a personal official conference with the minister for foreign affairs on the subject of the international protection of the fur-seal fisheries in Behring Sea.

The Japanese Government is anxious to enter into an arrangement or convention with the United States Government, invoking similar arrangement or convention with our Government for the protection of the fur-seal fisheries in the waters of their northern islands.

I expressly called attention to the waiver for this purpose, as expressed in your instruction No. 153, and in my dispatch No. 387, of any legal rights under former conventions; that my Government now desired to invite this co-operative protection of friendly powers of their fur-seal fisheries from wanton destruction without reference to said former conventions. Nevertheless, the Japanese Government requested as an especial favor that I would cable the Department of State, in order to save time, for certain documents mentioned in the subjoined cablegram, and for such specifications of said desired arrangement or convention as will be satisfactory and meet the wishes of my Government in that regard, and which might be reciprocally invoked for the protection of their own fur-seal fisheries.

I have, etc.,

RICHARD B. HUBBARD.

No. 94.

Mr. Bayard to Mr. Hubbard.

No. 156.]

DEPARTMENT OF STATE,

Washington, September 30, 1887.

SIR: The Department is glad to infer from your telegram of the 29th instant that the Government of Japan has favorably received the proposition of the United States to negotiate for the protection of the seal fisheries in Behring Sea.

A memorandum on the subject is now being prepared in reference to my suggestions and will be transmitted as soon as it is completed.

I am, etc.,

T. F. BAYARD.

No. 95.

Mr. Hubbard to Mr. Bayard.

No. 393.]

UNITED STATES LEGATION,

Tokio, Japan, October 10, 1887. (Received November 2.)

SIR: I have the honor herewith to inclose for the information of the Department of State, copies, respectively, of my note to Count Ito, and his reply thereto, relating to the fur-seal fisheries in Behring Sea.

I am requested to call the attention of my Government respectfully and especially to the proposed reciprocal protection of the sea-otter, and to enlarge the protected zone so as to embrace the known habitat of that animal.

I took occasion to say unofficially to Count Ito that I had no hesitation in giving him the hopeful assurance that my Government would co-operate with his excellency's Government in the proposal to include sea-otter as well as fur seal in any reasonable arrangement which would prevent unregulated and indiscriminate slaughter of this valuable animal in the waters of Behring Sea as well as on the coasts of Japan and in their conterminous waters. I shall have the honor to await, in deference to Count Ito's expressed request, your instructions in response to the respectful proposition of the Japanese Government before entering upon any formal negotiations on this subject. On receipt of this dispatch by the Department of State, I have the honor to suggest that if the reply to my cablegram of the 29th ultimo has been mailed to this legation by the Department, that in that end a brief telegram signifying your willingness to include the sea-otter in the said negotiations would advance the negotiations and gratify this Government as well, who manifests a deep interest in securing an early arrangement by our respective governments for the better protection of the fur-seal and sea-otter fisheries in American and Japanese waters.

I have, etc.,

RICHARD B. HUBBARD.

[Inclosure 1 in No. 393.]

Mr. Hubbard to Count Ito Hirobumi.

UNITED STATES LEGATION,
Tokio, October 6, 1887.

SIR: I have the honor herewith to forward to your excellency, and to beg your early and favorable consideration of, a copy of an instruction which I have had the honor to receive from the Department of State of my Government.

The general proposition respectfully submitted in this instruction by my Government, as well as the obvious and convincing reasons there set forth in favor of its adoption by the friendly powers named therein, will, I am sure, receive from your excellency's Government the same earnest consideration as they have received from the United States.

As already indicated unofficially to the foreign office, I shall, in furtherance of the wishes and instructions of my Government, be gratified and obliged if your excellency will formally appoint any future time and place when and where I may have the honor to confer and discuss with your excellency, or any other representative of His Imperial Majesty's Government, the subject of an arrangement or special convention between the United States of America and the Empire of Japan having reference to the better protection of the fur-seal fisheries in Behring Sea.

I avail, etc.,

RICHARD B. HUBBARD.

[Inclosure 2 in No. 393.—Translation.]

Count Ito Hirobumi to Mr. Hubbard.

No. 8584].

DEPARTMENT FOR FOREIGN AFFAIRS,
Tokio, October 8, 1887.

SIR: I have the honor to acknowledge the receipt of your excellency's note of the 6th instant, in which you are pleased to inclose the copy of a communication from the honorable the Secretary of State in reference to the seal fisheries in Behring Sea, and, in pursuance of instructions contained in that dispatch, invite His Imperial Majesty's Government to enter into an arrangement with the Government of the

United States having for its object the protection of fur seals in Behring Sea from indiscriminate destruction and consequent extermination.

The unregulated and indiscriminate slaughter of the sea-otter as well as the fur seal on the coasts of Japan and in their conterminous waters is a subject which has for many years engaged the serious attention of the Imperial Government.

The experience of His Imperial Majesty's Government justifies the belief that the end sought to be obtained can be best secured by means of a co-operative international action, and they therefore cordially approve of the suggestion of the honorable the Secretary of State.

His Imperial Majesty's Government would be willing to enter into an arrangement for the purpose indicated, but they would wish, for the reasons assigned by Mr. Bayard in favor of the protection of the fur seal in Behring Sea, to extend the principle of protection to the sea-otter as well as the fur seal, and to enlarge the protected zone so as to embrace the known habitat of that animal.

I beg that you will bring this proposal to the attention of the Government of the United States, and I would suggest that this be done in advance of any negotiations on the subject.

I avail myself, etc.

COUNT ITO HIROBUMI.

No. 96.

Mr. Bayard to Mr. Hubbard.

No. 171.]

DEPARTMENT OF STATE,
Washington, November 21, 1887.

SIR: I have to acknowledge the receipt of your dispatches Nos. 388 and 393, dated, respectively, September 29 and October 10, and in reply to express the satisfaction of this Department at the favorable response of the Japanese Government to negotiate for the protection of the seal fisheries in Behring Sea.

The Department hopes to be able, at an early day, to instruct you further on the subject. At present, owing doubtless to the shortness of the time, few replies have been received from foreign governments to the circular invitation of the United States in this regard. And it is thought desirable to await for a time further responses, which might affect the course of the negotiations.

I am, etc.,

T. F. BAYARD.

No. 97.

Mr. Hubbard to Mr. Bayard.

No. 483.]

UNITED STATES LEGATION,
Tokio, Japan, June 23, 1888. (Received July 16.)

SIR: Respectfully referring to the correspondence between the Department of State and this legation, looking to the conclusion of a convention between Japan and the United States and some other powers for the protection of the fur-seal fisheries in Behring Sea, and the protection of the sea-otter, as subsequently suggested by Japan, I have the honor to inform the Department that instruction No. 171, of November 21, 1887, which has heretofore been acknowledged, is the last that has been received by me from the Department on this subject.

I desire to inform the Department that the Japanese foreign office has in a friendly spirit of inquiry asked if I could furnish information as to when my Government would be ready (as Japan had been ready for some time past) to resume the consideration of the proposed convention.

I have, in response to this inquiry, forwarded to the foreign office a copy of your said instruction No. 171, dated November 21, 1887, with the accompanying note, dated June 20, transmitting the same. The Japanese minister for foreign affairs has been recently advised by the Russian minister to Japan that the United States Government and those of Russia and Great Britain had discussed, at London, the matter of a similar convention for the protection of the fur-seal fisheries and sea-otter in Behring Sea. He also communicated the fact that the Government at St. Petersburg desired to conclude with Japan a convention for the mutual protection of the seal and otter within their own seas and contiguous waters.

This fact has been the immediate cause of the inquiry submitted to me, to which the inclosure herewith is in response.

I have, etc.,

RICHARD B. HUBBARD.

[Inclosure in No. 483.]

Mr. Hubbard to Count Okuma.

No. 284.]

UNITED STATES LEGATION,
Tokio, June 20, 1888.

SIR: Referring to my note to his excellency Count Ito, dated October 6, 1887, and his reply thereto dated November 8, 1887, concerning a proposed arrangement which the United States invited Japan to enter into with the United States and certain other powers, for the protection of the fur seals in Behring Sea from indiscriminate destruction and consequent extermination, I have now the honor to inclose an instruction* from my Government in response to my dispatch to the honorable the Secretary of State, informing him of Japan's willingness to enter such an arrangement.

It will be observed by your excellency that my Government is awaiting the replies of some other foreign governments to the invitation of the United States to enter into such a convention.

I have not communicated with your excellency's department since my note of the 6th of October, on account of awaiting further instructions from my Government in the premises, to which the instruction herewith inclosed especially refers. The substance of the inclosed instruction has not been heretofore communicated to your excellency's Government, hoping that I might, as indicated, ere now have been furnished with final instructions to conclude a convention between our respective governments, embracing all the points of discussion on which a common and friendly concurrence and understanding had been reached and of which my Government was advised in my dispatches to which the inclosed instruction is in response.

I avail myself, etc.,

RICHARD B. HUBBARD.

No. 98.

Mr. Hubbard to Mr. Bayard.

No. 491.]

UNITED STATES LEGATION,
Tokio, Japan, July 13, 1888. (Received August 8.)

SIR: I have the honor to inclose herewith a copy of a note from the Japanese minister for foreign affairs dated July 7, in which I am requested to instruct the United States consuls in Japan not to ship Japan-

* See *supra*, No. 96.

ese subjects on board American vessels engaged or about to engage in otter or seal hunting.

The reasons for such a request are set forth in the minister's note.

In compliance with Count Okuma's request, I have instructed the United States consul-general at Kanagawa, and through him the other consular representatives of the United States in Japan, to refrain from shipping any Japanese subjects on any American otter or seal hunting vessels.

I have the honor to inclose a copy of my communication to the United States consul-general on the subject, and hope that my action in the premises will meet the approval of the Department of State.

In order that the Department may more fully understand the immediate causes which have led the Japanese Government to take the course indicated in regard to the shipment of Japanese subjects on otter and seal hunting vessels, I beg to submit a brief account of the attack on the British schooner *Nemo*, to which Count Okuma refers :

The *Nemo* is a schooner of 150 tons, owned and commanded by one Snow, a British resident of Yokohama, and was manned by Japanese sailors. The schooner is what is known as an "otter and seal hunter."

On the 27th of May last, while the schooner was en route to the hunting grounds, it was, according to the commander's statement, becalmed off Copper Island (Russian territory). Early on the morning of May 27, while the schooner was still becalmed, the commander put off in a boat with a crew of six Japanese sailors, accompanied or followed by two other boats of Japanese sailors. The commander of the *Nemo* was the only foreigner in the boats. When about 200 yards from shore, and after the commander of the *Nemo* had discharged his rifle at one or more otters, his boat was fired upon by an unknown number of men concealed behind the rocks or a bluff of the shore, and using, as the commander of the *Nemo* supposes, Winchester rifles.

The firing was kept up with great rapidity, and all of the men in the boat, including the commander, being wounded, it was with great difficulty that the boat was gotten out of reach of the firing, the commander and one sailor being the only occupants of the boat who were able to propel it, and being both wounded, the craft moved very slowly.

When the commander's boat got out of range of the firing (the second boat had one man wounded, but the third had not approached within range of the firing), it was ascertained that one of the Japanese had been killed outright, and two others afterwards died on the *Nemo* from the wounds then received.

The commander was wounded in the hand and in the thigh, but he and the other Japanese who were wounded have, I understand, about recovered.

The schooner was brought to Yokohama, where an inquiry into the affair was held by the British consul, who found that the attack was unprovoked.

I have, etc.,

RICHARD B. HUBBARD.

[Inclosure 1 in No. 491.—Translation.]

Count Okuma to Mr. Hubbard.

DEPARTMENT FOR FOREIGN AFFAIRS,
Tokio, the 9th day, the 7th month, the 21st year of Meiji.

SIR: The recent attack at Copper Island upon the British schooner *Nemo* (with the circumstances and results of which you are doubtless familiar), coupled with the fact that the unlicensed taking of otter and seal within the jurisdiction of His Im-

perial Majesty is prohibited by law, has impressed upon the Imperial Government the necessity of adopting more effectual measures on the one hand to protect His Imperial Japanese Majesty's subjects from the consequences of acts for which as seamen they could hardly be held responsible, and on the other to put a stop to an unlawful occupation.

With these objects in view, I have the honor to request that you will instruct the consuls of your country in Japan to refrain, until otherwise advised, from shipping Japanese subjects on board any American vessels engaged or about to engage in otter or seal hunting.

I avail,, etc.,

COUNT SHIGENOBU OKUMA.

[Inclosure 2 in No. 491.]

Mr. Hubbard to Mr. Greathouse.

UNITED STATES LEGATION,
Tokio, July 12, 1888.

SIR: I have to inclose for your information and observance and guidance a copy of a note from the Japanese minister for foreign affairs, in which as the diplomatic representative of the United States, I am requested to instruct consular representatives of the United States resident in the Empire to refrain, until further notice, from shipping Japanese subjects on board any American vessel engaged or about to engage in otter or seal hunting.

This action, as the minister for foreign affairs states, has been occasioned by the "necessity of adopting more effectual measures on the one hand to protect His Imperial Japanese Majesty's subjects from the consequences of acts for which as seamen they could hardly be held responsible, and on the hand to put a stop to an unlawful occupation."

In view of the fact that the United States Government recognizes the exclusive jurisdiction of all governments over their own subjects, and in view of the extra-territorial jurisdiction in the open ports of Japan, by which Japan has no means of enforcing the observance of its laws by masters of American vessels, I deemed it proper, under the comity of nations—a comity which the United States has shown to Japan in causing the observance of Japanese quarantine regulations and in other instances—to instruct you to observe the request of the Japanese Government in this particular; and you will therefore refrain, until further notice, from shipping Japanese subjects on board any American vessel engaged or about to engage in otter or seal hunting.

You are further instructed to forward a copy of this communication, together with a copy of the note from the minister for foreign affairs, to each of the United States consuls at Osaka and Hiogo and Nagasaki, with instructions that they will observe the same.

I am, etc.,

RICHARD B. HUBBARD.

No. 99.

Mr. Hubbard to Mr. Bayard.

No. 492.]

UNITED STATES LEGATION,
Tokio, Japan, July 13, 1888. (Received August 8.)

SIR: Referring to the correspondence which has taken place between the Department of State and this legation concerning a proposed convention between the United States and Japan and some other powers, looking to the protection of the fur-seal fisheries in Behring Sea, I have the honor to inclose a copy of a note, dated July 9, from the Japanese minister of foreign affairs, inquiring as to the nature of the consultation now being conducted at London on this subject, with a view of instructing the Japanese minister at London to take part in said consultation provided it has assumed the nature of an international conference

in which the views of the several powers interested may be interchanged.

The note from Count Okuma and my reply to the same, also herewith inclosed, fully explain themselves, and are forwarded to the Department with the view of eliciting such reply as may be desired advisable in the premises.

There is no doubt that the *Nemo* affair, to which I had the honor to refer in my dispatch No. 491 of this date, has had the effect of increasing Japan's interest in the proposed convention and her desire to see it concluded at an early day.

I have, etc.,

RICHARD B. HUBBARD.

[Inclosure 1 in No. 492—Translation.]

Count Okuma to Mr. Hubbard.

DEPARTMENT FOR FOREIGN AFFAIRS,
Tokio, the 7th day, the 7th month, the 21st year of Meiji.

SIR: With reference to the proposal of your Government to enter into a proper arrangement for the purpose of preventing by international co-operation indiscriminate and unregulated destruction of fur seals in the Behring Sea, the views of the Imperial Government having been communicated to you, your Government intimated that they would approach the subject again upon receipt of responses from the powers consulted, and consequently the Imperial Government have been awaiting further communication from your Government.

In the mean time it has recently been reported to the Imperial Government that the United States minister at London is holding consultation with Her British Majesty's principal secretary for foreign affairs and the diplomatic representatives of some other power or powers interested in respect to certain matters bearing upon the subject.

The Imperial Government are not aware of the nature of the question under discussion. If, however, the negotiation has actually assumed the character of an international convention, in which the views of the several powers interested may be formally interchanged, the Imperial Government would desire to instruct their representative at London to take part in such negotiation.

I therefore beg leave to request that you will be so good as to ascertain the truth of the report and to communicate to me the result of your inquiry.

I avail myself, etc.,

COUNT SHIGENOBU OKUMA.

[Inclosure 2 in No. 492.]

Mr. Hubbard to Count Okuma.

UNITED STATES LEGATION,
Tokio, July 12, 1888.

SIR: I have the honor to acknowledge the receipt of your excellency's note No. 25, of the 7th instant, in which, referring to the subject of the proposed arrangement between the Governments of the United States and Japan and some other powers, looking to the protection of the fur-seal fisheries in Behring Sea, your excellency informs me that it has been reported to the Imperial Government that the United States minister at London is holding consultation with Her British Majesty's principal secretary for foreign affairs and the diplomatic representatives of some other powers interested, in respect to certain matters bearing upon the subject. Your excellency further states that if the negotiations have assumed the character of an international conference, in which the views of the several powers interested may be formally interchanged, the Imperial Government would desire to instruct their representative at London to take part in such negotiations; and you request me to ascertain the truth of the report referred to, and to communicate the result of my inquiry to your department.

In reply I have the honor to say to your excellency that by the mail leaving for the United States on or about June 20 I had the honor, as suggested by the verbal and

informal inquiry of the foreign office, to address a dispatch to the honorable the Secretary of State of my Government, requesting to be advised of the present status of the negotiations of the proposed convention; and in pursuance of the subject I will by the next mail leaving for the United States forward a copy of your excellency's note, with the request that my Government will furnish me with full information respecting the progress of the negotiations.

In this connection I beg to say to your excellency that I have been informed informally and unofficially by the representatives at Tokio of one of the powers interested in the said negotiations, that he was in receipt of information to the effect that the consultation now being conducted at London is of a purely preliminary character.

I am fully persuaded that the consultation to which your excellency refers is of the same nature as has already taken place between the United States minister at Tokio and the Japanese foreign office; and I beg to repeat to your excellency what I have already had the honor to assure your Department on previous occasions, that a final decision will not be reached in this matter of the proposed convention until the Imperial Government has been fully advised and has had ample opportunity to express its views in the premises.

I avail, etc.,

RICHARD B. HUBBARD.

No. 100.

Mr. Bayard to Mr. Hubbard.

No. 223.]

DEPARTMENT OF STATE,
Washington, July 18, 1888.

SIR: I have received your No. 483 of the 23d ultimo, saying that the Japanese minister for foreign affairs had informally inquired of you lately concerning the proposed convention between the United States and Japan, looking to the protection of fur seals in Behring Sea, which formed the subject of my instruction No. 171 of November 21, 1887.

Negotiation with Japan in reference to the protection of the seals in Behring Sea has been delayed by the unexpected protraction of the negotiation with Great Britain and Russia. It is thought desirable that the arrangement between these countries should be permitted to assume a definite and settled form before other agreements are formulated. It is hoped that the matter will soon be in such shape as to permit the entrance upon formal negotiations with Japan.

In the mean time, however, the question might be informally discussed with the Japanese Government, with a view to ascertain just what is desired of the United States in regard to the protection of the sea-otter.

I am, etc.,

T. F. BAYARD.

No. 101.

Mr. Bayard to Mr. Hubbard.

[Confidential.]

No. 232.]

DEPARTMENT OF STATE,
Washington, August 9, 1888.

SIR: I have to acknowledge the receipt of your No. 492, of the 13th ultimo, in which you transmit a copy of a note from Count Okuma, minister for foreign affairs of Japan, of the 7th ultimo, in which he

S. Ex. 106—8

states the desire of his Government to instruct its representative in London to take part in the negotiations there pending between the Government of the United States and that of Great Britain, for a convention for the protection of seals in Behring Sea, provided the negotiations have reached a stage which would admit of such participation.

In reply you promised his excellency that you would request your Government to furnish you with full information respecting the progress of the negotiations.

No change is known to have taken place in the state of the negotiations at London since the Department last wrote you on the subject. Four months ago strong hopes were entertained here that the convention would soon be concluded. But the Department is now informed that the views of Her Britannic Majesty's minister for foreign affairs have met with obstruction from Canada, where vessels are yearly fitted out for the purpose of preying upon seal life by the use of fire-arms and other destructive weapons.

It is not perceived, therefore, how the participation of Japan in the negotiations at London could promote their successful conclusion. There is not known to be any difference of opinion between this Government and that of Her Britannic Majesty as to the necessity and propriety of the international arrangement, now under consideration, for the protection of the seals in Behring Sea.

The convention which Japan will seek to make on the same subject will, as you have indicated, have to be shaped in some respects so as to meet the wishes of Japan in regard to the protection of her interests in the sea-otter. What this Government deems necessary for the preservation of the seals in Behring Sea is entirely to prohibit the slaughter of them with fire-arms, nets, and other destructive implements, at a distance from the coasts. The Department would be glad to learn the views of the Japanese Government concerning the measures necessary for the protection of its interests in the otter, and to be furnished with information respecting their territorial and pecuniary extent.

I am, etc.,

T. F. BAYARD.

RUSSIA.

No. 102.

Mr. Wurts to Mr. Bayard.

No. 139.]

LEGATION OF THE UNITED STATES,

St. Petersburg, September 3, 1887. (Received September 17.)

SIR: I have the honor to acknowledge the receipt of your instruction No. 99, of the 19th of last month, relating to the measures to be taken for the better protection of the seal fisheries in Behring Sea, and to inform you that, in obedience to it, I have communicated the invitation of the Government of the United States to that of Russia, to enter into such an arrangement as will put a check to the indiscriminate destruction, by the citizens of either country, of the seals in those waters.

I am, etc.,

GEORGE W. WURTS.

No. 103.

Mr. Lothrop to Mr. Bayard.

No. 151.]

LEGATION OF THE UNITED STATES,
St. Petersburg, December 8, 1887. (Received December 27.)

SIR: I have the honor to transmit herewith the translation of a note from the foreign office, received at the legation yesterday, on the proposition of the United States for an international agreement touching the capture of seals in Behring Sea. The earnestness felt here in the matter is plainly indicated by the language of the note, which speaks of unrestrained seal hunting as a thing which not only threatens the well-being but even the existence of the people of the extreme northeast coast.

This language represents a view which I have heard here in conversation, of course not officially, and which is substantially as follows:

The seal fishery on our Behring coasts is the only resource our people there have; it furnishes them all the necessaries of life; without it they perish. Now international law concedes to every people exclusive jurisdiction over a zone along its coasts sufficient for its protection; and the doctrine of the equal rights of all nations, on the high seas, rests on the idea that it is consistent with the common welfare and not destructive of any essential rights of the inhabitants of the neighboring coasts. Such common rights, under public law, rest on general consent, and it would be absurd to affirm that such consent had been given, where its necessary result would be the absolute destruction of one or more of the parties. Hence, the rule can not be applied blindly to an unforeseen case, and these alleged common rights must rightfully be limited to cases where they may be exercised consistently with the welfare of all. Behring Sea partakes largely of the character of an inclosed sea; two great nations own and control all its inclosing shores. It possesses a peculiar fishery, which, with reference to its preservation, can only be legitimately pursued on land, and even there only under strict regulations. To allow its unrestrained pursuit in the open waters of the sea is not only to doom it to annihilation, but, by necessary consequence, to destroy all its coast inhabitants. If this result is conceded, it follows that the doctrine of common rights can have no application to such a case.

I have thought it might not be uninteresting to give this as a view which has found expression here, and, if found necessary, I think it not improbable that Russia would feel that she was driven to act on it.

I am, etc.,

GEO. V. N. LOTHROP.

[Inclosure in No. 151.—Translation.]

M. de Giers to Mr. Lothrop.

MINISTRY OF FOREIGN AFFAIRS,
Asiatic Department, November 25, 1887.

MR. MINISTER: Mr. Wurts, under date of August 22 [September 2], was good enough to communicate to me the views of the Government of the United States of America upon the subject of the desirableness of an understanding, among the Governments concerned, for the regulation of the taking (*la chasse*) of the fur seal (*loutres*) in the Behring Sea, in order that an end might be put to those inconsiderate practices of extermination which threaten to dry up, at their source, an important branch of international commerce.

We concur entirely in the views of the Government of the United States. Like it, we also have been for a long time considering what means could be taken to remedy a state of things which is prejudicial not only to commerce and to revenue, but which will not long delay to work disastrous results, not only to the well-being but even to the existence of our people in the extreme northeast. The establishment of a reasonable rule, and of a lawful system in the use (*l'exploitation*) of the resources, which furnish their only industry, is for those people of vital importance.

The pressing interest which the imperial Government has been thus called to consider had already suggested to it the idea of an international agreement, by which this interest might find its most efficient protection. It is by this way that the different questions involved can be best resolved, and among which there exists, in our opinion, a close connection.

The proposition of an accord emanating from the Government of the United States, and which we take pleasure in considering as a step towards that general solution, must, of course, but meet the sincere sympathies of the imperial Government, and its active support, and this I pray you to make known to the Cabinet at Washington.

Please receive, etc.,

GIERS.

No. 104.

Mr. Lothrop to Mr. Bayard.

No. 161.]

LEGATION OF THE UNITED STATES,
St. Petersburg, February 22, 1888. (Received March 12.)

SIR: Your dispatch, No. 110, relative to the protection of fur-bearing seals in the Behring Sea, has just reached me, and I have lost no time in making known to the imperial Government your wishes respecting the co-operation of the Russian ambassador in London with Mr. Phelps on this subject.

Very truly, etc.,

GEO. V. N. LOTHROP.

No. 105.

Mr. Lothrop to Mr. Bayard.

No. 164.]

LEGATION OF THE UNITED STATES,
St. Petersburg, March 12, 1888. (Received April 2.)

SIR: Immediately upon the receipt of your dispatch, No. 110, I communicated to Mr. de Giers the suggestions therein contained. In reply he now informs me that the imperial Government, acting thereon, has instructed Mr. de Staal, its ambassador in London, at once to put himself into communication with Mr. Phelps, and to do his best to promote the common object of the two Governments. I am also requested to make this action known to you.

Very truly, etc.,

GEO. V. N. LOTHROP.

SWEDEN AND NORWAY.

No. 106.

Mr. Magee to Mr. Bayard.

No. 118.]

LEGATION OF THE UNITED STATES,
Stockholm, March 20, 1888. (Received April 9.)

SIR: I am in receipt this p. m. of the response to my note (written under your instruction of date September 17, 1887), inviting the Government of the United Kingdoms to join in an arrangement whereby an end would be put to the indiscriminate killing of seals in the Behring Sea.

The royal Government having no interest in seal fisheries, His Majesty thinks there is no need to take part in any treaty or arrangement in reference thereto on the part of the United Kingdoms. He however expresses the desire that a mutually beneficial accord may be arrived at between the interested powers, and that the same may be maintained with a reservation that powers not at present interested may join in such an arrangement in the future if they desire.

At present neither Sweden nor Norway engages in seal fishing in Behring Sea or adjacent waters.

I have, etc.,

RUFUS MAGEE.

PART III.

CANADIAN CORRESPONDENCE RELATIVE TO THE SEIZURE OF BRITISH SAILING-VESSELS IN BEHRING SEA (REPRINTED FROM CANADIAN DOCUMENTS).

No. 107.

Sir L. West to Lord Iddesleigh.

WASHINGTON, September 21, 1886.

My LORD: The reported seizure of British vessels by American cruisers in waters over which it appears the United States Government claim jurisdiction, as adjacent to the Territory of Alaska, has given rise to much comment in the newspapers touching the interests of a powerful commercial company which may be affected by the international questions arising therefrom, and in this connection I have the honor to inclose to your lordship, herewith, a *précis* of the history of the origin of this company, as well as of what has been written on the subject.

Chapter 3 of the Revised Statutes of the United States (p. 342, sections 1954 to 1976, inclusive) contains the "provisions relating to the unorganized Territory of Alaska," and section 1954 extends "the laws of the United States to and over all the main-land, islands, and water of the Territory" ceded by Russia to the United States by the treaty of 1867.

In addition to the case of the Government seal islands, the Alaska company holds as well leases of certain islands from the Russian Government, so that, in fact, it may be said to monopolize the seal fur in these waters.

I have, etc.,

L. S. SACKVILLE WEST.

The EARL OF IDDESLEIGH, G. C. B., ETC.

[Inclosure.]

History of the origin of the Alaska Commercial Company.

The transfer of the Territory of Alaska to the United States Government, in compliance with the terms of the treaty of purchase between the two Governments, included the transfer of all the Russian Government (property), such as public buildings at Sitka, governor's house, custom-house, hospital, and wharves, etc. There

were, however, certain buildings reserved as the property of the Russian Fur Company, and as General Rousseau, the United States commissioner, could not, in his official capacity, take any active or open part in its disposal, Prince Matsukoff, the Russian governor, concluded a bargain with Mr. Hutchinson, who accompanied General Rousseau as his private secretary. This bargain included all the property of the Russian Fur Company and the American officers stationed at Sitka, who claimed that they were entitled to a share of the spoils. By virtue of this bargain with Prince Matsukoff, who was governor of the company, Mr. Hutchinson proposed to take possession of the fur trade of Alaska and the seal islands, (and) left for Victoria (British Columbia) and San Francisco to make the necessary arrangements.

At the former place he met with a Mr. Kohl, owner of a British steamer, called the *Fidelitor*, with whom he entered into partnership, and the firm still exists under the name of Hutchinson, Kohl & Co.

The steamer obtained an American register, under the plea that she was a Russian vessel at the time of the transfer of the Territory to the United States, and was thus enabled to carry on the coasting trade.

Preparations were made in 1868 for working the fur trade of the newly-acquired possession, and especially for the occupation of the Pribylor Island, to which, by virtue of the arrangements with Prince Matsukoff, the new company considered they had an exclusive right. Upon their arrival there, however, they found them occupied by experienced sealers from New London and Stonington, Conn., under one Captain Morgan. A fight for possession seemed imminent, but a division of the season's catch was finally agreed upon. While the two parties were thus amicably at work, Mr. Pflugel, Russian vice-consul at Honolulu, arrived at the head of an expedition, believing that he should find the islands unoccupied, but was eventually forced to retire before the combined forces of Captain Morgan and Mr. Hutchinson.

It now became obvious that the Government must take means to preserve these valuable seal rookeries, and in the winter of 1868 an act of Congress was passed, the conditions for permission to take seals being, however, reserved for future Congressional action. The coalition between Hutchinson and Morgan still continued, and finally led to the organization of the powerful and wealthy Alaska Commercial Company. Since 1870 this company has controlled the entire fur trade of Alaska, and by virtue of its alliances with the lessees of the Russian seal islands controls the valuable fur-seal trade of the world. With strong political influence in the Congress of 1876, it obtained a lease of the Pribylor Islands for twenty years, at a rental of \$55,000 a year and a royalty of \$2.62 per skin, the take to be limited to 100,000 skins a year. It is calculated that the company pays annually \$315,000 to the United States Treasury, which, after paying all the expenses of the Territory, yields more than 4 per cent. per annum on the purchase-money paid to Russia for Alaska.

To preserve this revenue through future years, the protection of the seals from illegal capture or disturbance on their annual visits to the islands has been deemed an absolute necessity, and hence the prohibition against approaching or landing on the islands, and the vigilance of the United States cruisers in the Behring Sea. It is not, however, generally understood that the Alaska Company controls the fur trade of all the main-land and islands of Alaska lying west of the 141st meridian of west longitude, and that its operations over this vast extent of territory and coast are entirely distinct from and have no connection with its exclusive control of the seal islands, which it holds by virtue of its lease from the United States Government.

Outside of these islands it holds no exclusive rights or franchise from the Government, nor does it pay any rent or royalty to the Government or the territory it occupies or the furs it procures from the natives. It has no rights over any other citizen or company of citizens who may desire to trade in competition with it, and yet it has been aided by the Revenue Marine in suppressing competition from rival traders; for it appears that under instructions from the Treasury Department the revenue cruisers board and examine every trading vessel sighted in the Behring Sea or on the northwest coast of Alaska, except the vessels of the company. If a pretext can be found, an officer is placed on board with instructions to take the vessel to Ounalaska and discharge her cargo. She is then sent to San Francisco, where the United States marshal finds that there is no cause for condemnation, and, as the object of breaking up her voyage has been gained, she is released and restored to her owners. The vessels subjected to this treatment come from British Columbia and Japan, and are, it is said, fitted out for contraband trade.

WASHINGTON, September, 1886.

No. 108.

*The Administrator to Mr. Stanhope.*HALIFAX, *September 27, 1886.*

SIR: I had the honor to send you a telegraphic message on the 22d instant, of which the following is the substance:

The Canadian schooners *Thornton*, *Onward*, and *Carolena* were seized on the 1st of August in Behring Sea by the United States cutter *Corwin*. The captain and mate of the *Thornton* were tried in the district court of the United States at Sitka on the 30th of August. It was attempted to show that the *Thornton* was seized for killing seal about 70 miles SSE. of St. George's Island, within that portion of Behring Sea ceded by Russia to the United States.

The judge, in charging the jury, quoted article 1 of the treaty of March 30, 1867, between the United States and Russia, and affirmed that all waters within the boundary set forth in the treaty to the western end of the Aleutian Archipelago and islands were to be deemed American, and that the penalties of the law against the killing of fur-bearing animals were to attach to its violation within the limits in question. The jury were told, if they believed the evidence as to the killing of any fur-bearing animals by the accused on the Alaskan coast or in Behring Sea east of the 193d degree of west longitude, to find them guilty.

The prisoners were found guilty. The master of the *Thornton* was fined \$500 and sentenced to imprisonment for thirty days. The mate was fined \$300 and sentenced to thirty days' imprisonment. The officers of the other two vessels were also tried and similar penalties imposed upon them.

The Government of Canada protests against the claim of the United States to the sole sovereignty over Bering Sea 700 miles east of the westerly boundary of Alaska, defined by the above-mentioned article 1 of the treaty of March 30, 1867, as contrary to the admitted principles of international law, and also in opposition to the United States contention concerning common waters on the coast of the Atlantic. It protests also against the unwarranted and arbitrary interference of the authorities of the United States with the peaceable and lawful occupation on the high seas of Canadian citizens, as well as against the forfeiture of their property and the indignity of imprisonment which have been imposed upon them. The foregoing facts have also been communicated to Sir Lionel West.

I have, etc.,

A. G. RUSSELL,
Administrator.

Rt. Hon. EDWARD STANHOPE.

No. 109.

*The administrator to Mr. Stanhope.*HALIFAX, NOVA SCOTIA, *September 27, 1886.*

SIR: I have the honor to inclose herewith a copy of an approved minute of my privy council, to which is appended a report by my minister of marine and fisheries, upon which my telegram of the 22d instant

was founded, relative to the seizures of the Canadian schooners *Thornton*, *Onward*, and *Carolina* while engaged in the peaceable pursuit of their lawful occupation on the high seas.

(2) It will be seen from this report that the masters and mates of the above-mentioned vessels have been tried before the United States district court at Sitka, in Alaska, and sentences of imprisonment, in addition to heavy fines imposed upon them, while their property has been subjected to forfeiture.

(3) My ministers are of the opinion that the action of the United States authorities with respect to these vessels is indefensible, and that immediate reparation should be demanded from the Government of that country therefor.

(4) I have communicated a copy of this minute and the appended report to Her Majesty's minister at Washington.

I have, etc.,

A. RUSSELL,
Administrator.

Rt. Hon. EDWARD STANHOPE, etc.

[Enclosure.]

Certified copy of a report of a committee of the honorable the privy council, approved by his excellency the administrator of the governor in council on the 24th September, 1886.

The committee of the privy council have had before them the annexed report from the minister of marine and fisheries, with reference to the case of the Canadian schooners *Thornton*, *Onward*, and *Carolina* seized on the 1st of August last by the United States authorities in Behrings Sea.

The committee concur in the said report, and they advise that the same be carried out.

All which is respectfully submitted for your excellency's approval.

JOHN J. MCGEE,
Clerk Privy Council, Canada.

DEPARTMENT OF FISHERIES, CANADA,
Ottawa, 21st September, 1886.

In reference to a report of council under date 23d September, referring to the case of Canadian schooners *Thornton*, *Onward*, and *Carolina*, seized on August 1st by the United States authorities in Behrings Sea, the undersigned has the honor to lay before council the following additional information:

It is stated in effect in the *Alaskan*, a newspaper published at Sitka, in the Territory of Alaska, and bearing date 4th September, 1886:

(1) That the master and mate of the schooner *Thornton* were brought for trial before Judge Dawson in the United States district court at Sitka on the 30th August last.

(2) That the evidence given by the officers of the United States revenue-cutter *Corwin* attempts to show that the *Thornton* was seized while in Behrings Sea about 60 or 70 miles SSE. of St. George Island, for the offense of hunting and killing seals within that part of Behrings Sea which was ceded to the United States by Russia in 1867.

(3) That the judge, in his charge to the jury, after quoting the first article of the treaty, 30th March, 1867, between Russia and the United States, in which the western boundary of Alaska is defined, goes on to say: "All the waters within the boundaries set forth in this treaty to the western end of the Aleutian Archipelago and chain of islands are to be considered as comprised within the waters of Alaska, and all the penalties prescribed by law against the killing of fur-bearing animals must therefore attach against any violation of law within the limits before described.

"If, therefore, the jury believe from the evidence that the defendants by themselves or in conjunction with others did, on or about the time charged in the information, kill any otter, mink, martin, sable, or fur-seal, or other fur-bearing animal or animals, on the shores of Alaska or in the Behrings Sea, east of the 193rd degree of west longitude, the jury should find the defendants guilty and assess their punishment separately at a fine not less than \$200 nor more than \$1,000, or imprisonment not more than six months, or by both, such fine within the limits herein set forth and imprisonment."

(4) That the jury brought in a verdict of guilty against the prisoners, in accordance with which the master of the *Thornton*, Hans Guttormsen, was sentenced to imprisonment for thirty days and to pay a fine of \$500, and the mate of the *Thornton*, Norman, was sentenced to imprisonment for thirty days and to pay a fine of \$300, which terms of imprisonment are presumably now being carried into effect.

It also appears by telegraphic dispatch from Nanaimo, British Columbia, dated 18th September, that the masters and mates of the *Onward* and *Carolina* have since been tried and sentenced to undergo similar penalties to those being inflicted on the master and mate of the *Thornton*.

It will appear from the above information, conjoined with the report of council under date September 23rd inst., that the United States have determined to lay claim to the sole sovereignty of that part of Behrings Sea lying east of the westerly boundary of Alaska, as defined in the first Article of the Treaty made between the United States and Russia in 1867, by which Alaska was ceded to the United States, and which includes a stretch of sea extending in its widest part some 600 or 700 miles easterly from the mainland of Alaska.

In pursuance of this claim they have interfered with the peaceable and lawful occupation of Canadian citizens on the high seas, have taken possession of their ships, have subjected their property to forfeiture, and visited upon their persons the indignity of imprisonment. They appear to have done this in spite of the admitted principles of international law, and in direct opposition to their own contention of what constitutes common waters upon the Atlantic coast.

In view of the unwarranted and arbitrary action of the United States authorities, the undersigned recommends that a copy of this report be sent to Her Majesty's Government, to the end that immediate reparation be demanded from the Government of the United States, and that in the mean time the facts contained therein be telegraphed to the Secretary of State for the Colonies and to the British minister at Washington.

The whole respectfully submitted.

GEORGE E. FOSTER,
Minister of Marine and Fisheries.

No. 110.

The administrator to Mr. Stanhope.

HALIFAX, September 27, 1886.

SIR: I have the honor to forward herewith, for transmission to the foreign office, a copy of an approved report of the committee of the privy council, submitting depositions from some of the officers and men of the Canadian schooners *Onward*, *Thornton*, and *Carolina*, relative to the seizure of those vessels in Behring Sea by the United States revenue-cutter *Corwin*, and their subsequent detention at the Port of Unalakleet, in the Territory of Alaska.

(2) You will observe from the accompanying papers that it appears that the schooners mentioned are Canadian vessels, fitted out in Victoria, B. C., for the capture of seals in the waters of the Northern Pacific Ocean, adjacent to Vancouver Island, Queen Charlotte Islands and Alaska, and that at the time of the seizure by the *Corwin*, on the 1st August last, they were taking seals in the open sea at a distance of more than 60 miles from land.

(3) My minister of marine and fisheries has taken steps to get further depositions from the owners, masters, and crews of the above-mentioned vessels, in order that a claim may be made upon the United States Government for damages, for the unwarranted seizure of British vessels on the high seas.

(4) I have communicated a copy of this order in council, with the accompanying papers, to Her Majesty's minister at Washington.

I have, etc.,

A. RUSSELL,
Administrator.

Rt. Hon. EDWARD STANHOPE.

[Inclosure 1.]

Certified copy of a report of a committee of the honorable the privy council, approved by his excellency the administrator of the government in council on the 23d day of September, 1886.

On a report dated 18th September, 1886, from the minister of marine and fisheries, submitting the accompanying papers relative to the seizure of the Canadian schooners *Onward*, *Thornton*, and *Carolina* in Behring's Sea by the United States revenue-cutter *Corwin*, and their subsequent detention at the port of Oonalaska, in the Territory of Alaska.

Copy of a letter from James Ogilvie, master of the Canadian sealing schooner *Carolina*.

Copy of a letter from Daniel Munroe, master of the Canadian sealing schooner *Onward*.

Depositions of John Dallas, seaman on board the *Thornton*; of Thomas McLardy, cook on board the *Carolina*; of Edward Shields, seaman on board the *Carolina*; and of Wm. Munsie, owner of the *Carolina*; all of the province of British Columbia.

The minister observes, that from these papers it appears that the schooners mentioned are Canadian vessels, fitted out in Victoria, British Columbia, for the capture of seals in the waters of the Northern Pacific Ocean, adjacent to Vancouver Island, Queen Charlotte Islands, and Alaska; that at the time of their seizure by the *Corwin* they were taking seals in the open seas, out of sight of land, the *Carolina* in lat. $55^{\circ} 50'$ N., long. $168^{\circ} 53'$ W., the *Onward* in lat. $54^{\circ} 52'$ N., long. $167^{\circ} 55'$ W., and the *Thornton* in about the same latitude and longitude, and all of them at a distance of more than 60 miles from the nearest land; that they were taken possession of by the United States cutter on August 1st, 1886, and towed to the port of Oonalaska, where they are still detained. The crews of the *Thornton* and *Carolina*, with the exception of the captain and one man on each vessel, detained at Oonalaska, were sent by the steamer *St. Paul* to San Francisco, California, and there turned adrift, while the crew of the *Onward* was kept at Ounalaska. At the time of their seizure the *Thornton* had 404 seal skins on board, the *Onward*, 900; and the *Carolina*, 686; and these are detained and kept at Oonalaska, along with the schooners, by the United States authorities.

The minister states that he has taken steps to get further depositions from the owners, masters, and crews of the vessels above mentioned, in order that a claim may be made upon the United States Government for damages for this unwarranted seizure of British vessels in the open sea.

The committee recommend that your excellency be moved to transmit a copy of this minute, if approved, together with copies of the papers herein mentioned, to the right honorable the principal secretary of state for the colonies, for transmission to the foreign office, and also copies to Her Majesty's minister at Washington.

All of which is respectfully submitted for your excellency's approval.

JOHN J. MCGEE,
Clerk Privy Council.

[Inclosure 2.]

Copy of letter from James Ogilvie, master of schooner Carolina.

SCHOONER CAROLINA,
Oonalaska, August 6, 1886.

DEAR SIR: The United States steamer *Corwin* boarded and took charge of the schooner in latitude $55^{\circ} 50'$ N., longitude $168^{\circ} 53'$ W.; they took all the fire-arms from the schooner. I asked why they did so; they said for killing female seals and carrying fire-arms. They towed the *Thornton* and *Onward* in at the same time. I have got 686 seal skins on board; *Thornton*, 404; *Onward*, 900. I have heard nothing of the *Pathfinder* in the Behring Sea; she was seen off Sitka, coming up. It was on August 1, at 6 p. m., they took charge of the schooner; canoes and white men will not do; all the schooners that have canoes have got from 9 to 11 canoes. The American schooner *San Diego* is in here; they have taken all her skins and sails on shore; 500 skins. Thirteen days after we left Clayquot we were in the Behrings Sea, we lost the boat from the stern.

AUGUST 7, 1886.

The company's steamer *St. Paul* will leave to-morrow; the captain of the *San Diego* and all hands are going down in her. I will send this letter by her.

Yours, truly,

JAMES OGILVIE.

[Inclosure 3.]

*Copy of letter from Daniel Munroe, master of schooner Onward.*SCHOONER ONWARD, PORT ILIOLUK,
Ounalaska, August 7, 1886.

DEAR SIR: On the 2d, while the *Onward* was in latitude $54^{\circ} 52' N.$, longitude $167^{\circ} 55' W.$, and about 70 miles from the nearest land, the United States revenue-cutter *Corwin*, having the schooners *Thornton* and *Carolina* in tow, boarded us and sent a crew on board and towed us in here, where we are lying at present with sails bent and seals on board and a watchman in charge, but can't find out what they intend to do with us, so I can't say any more about it at present.

I met the *Favorite* on the 28th. Captain McLean was on board of us; we gave him 508 skins and they had 1,290 they took themselves, making them about 1,800 total, and as we were in sight of each other until the night of the 1st instant he must have made a good catch, for we have 400 skins on board at present that we took in four days, and I am positive his crowd could take twice that number, as we have not got the best of sealers.

I believe all the schooners did well, and I trust they will get away all right. There is no cutter out at present, as there is only two of them up here, one of them up in the Arctic and the other that brought us here is still watching us here.

We may find out to-day how they are going to dispose of us, but I am in hopes they made false steps, and that they can do nothing more than spoil the season.

They took the schooner *San Diego* in here about a month ago, and took the skins out of her and unbent her sails and put everything ashore, and they are sending the crew to San Francisco to-day in one of the Fur Company's steamers, *St. Paul*.

Later on have heard nothing more, only the crew of the *Thornton* and *Carolina* is going to San Francisco to-day in the steamer *St. Paul*, except the captain and one man in each, but they took none of our crew.

There are rumors afloat that the three schooners are to be laid up here all winter, and that we are to be taken to Sitka, but no certainty. I wrote you this morning as the boat was leaving the wharf, thinking that she was going away, but she came to anchor in the roads and I don't think I finished it. I was afraid of being late. We sent a protest on board the cutter against the action of the authorities in seizing the vessels on the high seas, but I don't know if it will amount to much; there is no notary public here to sign it. I have nothing more to write you. Trusting things will turn out better than we expect,

I remain, etc.,

DANIEL MUNROE.

CHARLES SPRING, Esq.,
Victoria.

[Inclosure 4.]

Deposition of John Dallas.

I, John Dallas, of Victoria, British Columbia, seaman, do solemnly and sincerely declare that I was engaged about the end of May, 1886, as a seaman on board the schooner *Thornton*, of 22.30 registered tonnage, registered in the Dominion of Canada as a British vessel. I was engaged sealing on the west coast of Vancouver Island, and when the seals got scarce the *Thornton* left Clayakot, Vancouver Island, for Behring Sea about beginning of June, and three days after passing Unamark Pass we killed our first seal, being then about 250 miles from land; we were engaged sealing in the open sea until the 1st of August. We had a little over 400 skins on board when the United States steamer *Corwin* seized our vessel and took her to Ounalaska; they were about twenty-eight hours engaged in towing us to Ounalaska. The master of the *Corwin* removed all our guns and ammunition; ten guns in all. There were fourteen hands on board the *Thornton* altogether, including two Indians; nine white men and a Chinese cook were sent to San Francisco and there discharged; two white men and two Indians were left on board the schooner at Ounalaska; we were 5 or 6 miles from the *Carolina* at the time we were seized. I saw no other vessel in sight at the time; we were never in sight of land during the whole time we were sealing. And I make this declaration conscientiously, believing the same to be true, by virtue of the act passed in the thirty-seventh year of Her Majesty's reign, intituled "An act for the suppression of voluntary and extra-judicial oaths."

JOHN (his x mark) DALLAS.

Taken and declared before me at Victoria this 23d day of August, 1886, the same having been first read over to him.

M. W. TYRWHITT DRAKE,
Justice of the Peace.

Deposition of William Munsie.

I, William Munsie, of Victoria, grocer, do solemnly and sincerely declare that I am the sole owner of the schooner *Carolina*, and she has a Canadian register, having been registered at the port of Victoria; the vessel and her outfit at the time she left for Behring Sea was \$7,000. And I make this solemn declaration, conscientiously believing the same to be true, by virtue of the act passed in the thirty-seventh year of Her Majesty's reign, intituled "An act for the suppression of voluntary and extrajudicial oaths."

WM. MUNSIE.

Taken and declared before me at Victoria this 23d August, 1886.

M. W. TYRWHITT DRAKE,
Justice of the Peace.

Deposition of Thomas McLardy.

I, Thomas McLardy, of Victoria, British Columbia, cook, do solemnly and sincerely declare that I was engaged as cook on board the British schooner *Carolina*. I was on board when the United States steamer *Corwin* seized her. During the whole time the said schooner was sealing she never sighted land once. After she was seized the *Corwin* took her in tow, about 6 o'clock in the evening, and about 3 o'clock in the morning the English schooner *Onward*, of the tonnage 35.20 tons, was also seized and taken in tow to Oonalaska. Her crew were left on board, and not removed to San Francisco. She had seal skins on board. And I make this solemn declaration, conscientiously believing the same to be true, by virtue of the act passed in the thirty-seventh year of Her Majesty's reign, intituled "An act for the suppression of voluntary and extrajudicial oaths."

T. MCLARDY.

Taken and declared before me this 23d August, 1886, at Victoria, British Columbia.

M. W. TYRWHITT DRAKE,
Justice of the Peace.

Deposition of Edward Shields.

I, Edward Shields, of Tooke district, Vancouver Island, a hunter engaged on board the British schooner *Carolina*, of 31.90 registered tonnage, do solemnly and sincerely declare that I left Victoria on board the aforesaid schooner on the 20th May, 1886, bound on a voyage to Behring Sea for the purpose of sealing. The schooner was fitted out for this purpose; she had eleven hands on board, including the master, by name James Ogilvie. We sailed to Behring Sea and commenced sealing on the 15th June, and at that time we were about 300 miles from land, and we continued cruising about for seals, and up to the time the United States vessel *Corwin* seized us we had 686 seals; during the whole time we were cruising about we were in the open seas, out of sight of any land; the seals we obtained were chiefly females; at the time the *Corwin* seized us, on the 1st of August, we were out of sight of land and in latitude 55° 50' N., longitude 168° 53' W., as I was informed and verily believe. There were other vessels, both American and English, cruising about in the same neighborhood; we never killed a seal in the neighborhood of the Aleutian Islands. I was away in the boats when the *Corwin* seized the vessel, and when I came back I found the *Carolina* in tow of the *Corwin*. The captain of the *Corwin*, Abbey by name, took away all the fire-arms, consisting of rifles and shotguns, ten in all, and I was taken to Oonalaska, and from there I was taken to San Francisco by the steamer *St. Paul*, and there turned adrift. The *Carolina* was left at Oonalaska with the seals and outfit. And I make this declaration, conscientiously believing the same to be true, by virtue of the act passed in the thirty-eighth year of Her Majesty's reign, intituled "An act for the suppression of voluntary and extrajudicial oaths."

EDWARD SHIELDS.

Taken and declared before me, at Victoria, this 23d day of August, 1886, in due form of law.

M. W. TYRWHITT DRAKE,
Justice of the Peace.

No. 111.

*The administrator to Sir L. West.*HALIFAX, NOVA SCOTIA, *September 28 1886.*

SIR: I have the honor to forward for your information a copy of an approved report of a committee of the privy council, submitting letters and depositions from some of the masters and crews of the Canadian schooners *Onward*, *Thornton*, and *Carolina*, relative to the seizure of those vessels in Behring Sea by the United States revenue-cutter *Corwin*, and their subsequent detention at the port of Oonalaska, in the Territory of Alaska.

I have communicated a copy of this order in council and accompanying papers to the secretary of state for the colonies, for transmission to the foreign office.

I have, etc.,

MINISTER AT WASHINGTON,

A. RUSSELL,
Administrator.

No. 112.

*The administrator to Sir L. West.*HALIFAX, NOVA SCOTIA, *September 28, 1886.*

SIR: With reference to my dispatch No. 15 of this day's date I have the honor to forward for your information a copy of an approved report of a committee of the privy council, to which is appended a report by my minister of marine and fisheries, upon which my telegram of the 22d instant was founded, relative to the seizure of the Canadian schooners *Thornton*, *Onward*, and *Carolina*, on the 1st August last, by the United States revenue-cutter *Corwin*, in Behring Sea.

I have communicated a copy of this minute of council, with the annexed report of the minister of marine and fisheries, to the secretary of state for the colonies.

I have, etc.,

MINISTER AT WASHINGTON.

A. RUSSELL,
Administrator.

No. 113.

*Sir L. West to the administrator.*WASHINGTON, *October 4, 1886.*

MY LORD: I have the honor to acknowledge the receipt of your lordship's dispatches Nos. 15 and 16 of the 28th ultimo, inclosing copies of approved reports of a committee of the privy council relative to the seizure of the Canadian schooners *Onward*, *Thornton*, and *Carolina*, by the United States revenue-cutter *Corwin*, in Behring Sea.

I have, etc.,

L. S. SACKVILLE WEST.

Lord ALEXANDER RUSSELL.

No. 114.

Mr. Stanhope to the administrator.

DOWNING STREET, October 25, 1886.

MY LORD: With reference to previous correspondence respecting the seizure of Canadian sealing schooners in Behring Sea I have the honor to inform you that Her Majesty's minister at Washington has been instructed by telegraph to protest, in the name of Her Majesty's Government, against this action on the part of the United States cruiser, and to reserve all rights to compensation.

I inclose, for communication to your Government, a copy of a dispatch, with its inclosure, which has been received at the foreign office from Sir L. West on the subject.

I have, etc.,

EDWARD STANHOPE.

The Officer Administering the Government of Canada.

 No. 115.
The Earl of Iddesleigh to Sir L. West, October 30, 1886.

(Omitted here, being printed *supra*, No. 3.)

 No. 116.
Lord Lansdowne to Mr. Stanhope.

[Telegram to the secretary of state for the colonies on the 27th November, 1886.]

Vessels are now being equipped in British Columbia for fishing in Behring Sea, and intend to start about the 10th of December. Can you obtain any assurance as to whether the vessels will be exposed to seizure by United States cruisers? They do not intend to fish near land.

LANSDOWNE.

 No. 117.
Lord Lansdowne to Mr. Stanhope.

OTTAWA, November 29, 1886.

SIR: I have the honor to inclose herewith copy of an approved report of my privy council, dealing with the recent seizure of the Canadian schooners *Carolina*, *Onward*, and *Thornton* by the United States revenue steamer *Corwin*, while fishing for seals in Behring Sea.

The statements contained in the report are sufficient to establish that the claim now put forward on the part of the United States, to the sole right of taking fur-bearing animals within the limits laid down in the

first article of the treaty of 1887, is inconsistent with the rights secured to Great Britain under the convention of 1825, and is in substance the same as that which, when advanced by the Russian Government on different occasions prior to the cession of Alaska by Russia to the United States, was either strenuously resisted or treated with ridicule and contempt by the Government of the latter power.

It is impossible to believe that when, by the convention of 1825, it was agreed that the subjects of Great Britain, as one of the contracting parties, should not be "troubled or molested in any part of the ocean commonly called the Pacific Ocean, either in navigating the same or in fishing therein," any reservation was intended with regard to that part of the Pacific Ocean known as Behring Sea. The whole course of the negotiations by which this convention and that between Russia and the United States, of the same year, were preceded—negotiations which, as pointed out in the report, arose out of conflicting claims to these very waters—points to the contrary conclusion. It would, indeed, be difficult to condemn the present pretensions of the United States authorities in language more convincing or emphatic than that which, while those negotiations were in progress, was used by Mr. Middleton, then Russian minister at St. Petersburg, in his memo. dated 13th December, 1823. (*Vide American State Papers, Foreign Relations, Vol. V, No. 384.*)

It is laid down in that memorandum that "the existence of territorial rights to the distance of 100 miles from the coasts upon two opposite continents, and the prohibition of approaching to the same distance from these coasts, or from those of all the intervening islands, are innovations in the law of nations and measures unexampled. It must thus be imagined that this prohibition bearing the pains of confiscation applies to a long line of coasts with the intermediate islands situate in the vast seas where the navigation is subject to innumerable and unknown difficulties, and where the chief employment, which is the whale fishery, can not be compatible with a regulated and well determined course." Mr. Middleton added "that universal usage, which has obtained the force of law, has established for all the coasts an accessory limit of a moderate distance which is sufficient for the security of the country and for the commerce of its inhabitants, but which lays no restraint upon the universal rights of nations, nor upon the freedom of commerce and navigation."

Under the treaty of 1867 Russia ceded to the United States "all the rights, franchises and privileges" then belonging to her in the territory or dominion included within the limits described (*vide Art. VI*), but could not cede a right which, in the express terms of the treaty of 1825, was recognized as belonging to the subjects of the British Crown as well as to those of Russia.

This is, as far as I have been able to ascertain, the first occasion upon which claims of the kind now advanced have been enforced. Sealing vessels from British Columbia have for some years past frequented the waters of Behring Sea without molestation, and a letter, of which I inclose a copy, addressed by Mr. William Munsie, of Victoria, British Columbia, to my minister of marine and fisheries, shows how serious will be the effects of this interference upon a well-established and important industry, in which many British subjects have a substantial interest.

It is, I think, worth while to contrast the claims now urged by the Government of the United States to exclusive control over a part of the Pacific Ocean, the distance between the shores of which is, as was pointed out by Mr. Adams in 1822, not less than 4,000 miles, with the

indignant remonstrances recently made by Mr. Bayard against the action of the Canadian authorities in warning United States fishing vessels from entering the territorial waters of the Dominion at points where those waters were only a few miles in width, and throughout their whole extent in close proximity to Canadian territory.

A warning of this kind when given in respect of the Bay des Chaleurs, which measures about eighteen miles at its mouth, was stigmatized by Mr. Bayard in his despatch of June 14, 1886, as a "wholly unwarranted pretension of extraterritorial authority," and as an "interference with the unquestionable rights of the American fishermen to pursue their business without molestation at any point not within 3 marine miles of the shores."

I would also draw your attention especially to the great hardships occasioned to the owners and crews of the seized vessels, by the confiscation of their catch, and by the imprisonment of some of the persons on board of them.

I understand that owing to the amount of the fines imposed, which were so heavy that the owners have declined to pay them, the captains and mates of the seized vessels, though originally sentenced to thirty days' imprisonment (a term which has long since expired), are still detained.

I may add, in explanation of the concluding passage in Mr. Munsie's letter, that Mr. Ogilvie, the captain of the *Carolina*, while waiting at Oonalaska for the trial of his vessel, wandered off into the woods, in which it appears, from Mr. Munsie's statement, that he must have perished.

LANDSDOWNE.

The Right Hon. EDWARD STANHOPE, ETC.

[Inclosure 1.]

Certified copy of a report of a committee of the honorable the privy council for Canada, approved by his excellency the governor general in council on the 29th November, 1886.

The committee of the privy council have had under consideration a communication from Mr. E. C. Baker, M. P., president of the British Columbia Board of Trade, transmitting a letter from Mr. Theodore Lubbe, the managing owner of the British Columbia sealing fleet, asking information as to the United States claim to the easterly half of Behrings Sea as American waters. And also a despatch, dated 26th August last, from the lieut. governor of British Columbia, advising of the seizure of the Canadian schooners *Carolina* and *Thornton* by the United States revenue steamer *Corwin*, while engaged in sealing in Behrings Sea. Also copy of a letter from Daniel Munroe, master of the Canadian sealing schooner *Onward*, which has been already forwarded by his excellency the governor general to the colonial office and to Her Majesty's minister at Washington.

The subcommittee of council, to whom the papers were referred, observes that it appears that the schooners mentioned were Canadian vessels fitted out for the capture of seals in the North Pacific Ocean adjacent to Vancouver Island, Queen Charlotte Island, and Alaska; that they were peaceably pursuing their avocations on the high seas at a distance of some 70 miles from the nearest island, and more than one hundred miles from the nearest mainland; that they were taken possession of by the United States revenue-cutter *Corwin* on the first of August last and towed to the port of Oonalaska.

The crews of the *Thornton* and *Carolina* (with the exception of the captain and one man on each vessel, who were detained at Oonalaska) were sent by steamer to San Francisco and there turned adrift, while the men of the *Onward* were kept at Oonalaska. The schooners and the seals found on board of them were also detained by the United States authorities.

The authority under which these seizures were made is apparently: (1) A letter of instruction from the Acting Secretary of the Treasury of the United States to Mr.

D'Ancona, the collector of customs at San Francisco, dated 12th March, 1881, with enclosures (A of the appendix). (2) A letter from the Secretary of the United States Treasury to the collector of customs at San Francisco, dated 16th March, 1886, confirming the instructions given to Mr. D'Ancona in 1881, and ordering publication of the same (B of appendix). (3) The Revised Statutes of the United States, the 1596th section of which prohibits the killing of fur-bearing animals within the limits of Alaska Territory, or in the waters thereof, and the sections 1960 and 1961 of which prohibit the killing of male seal except at certain times and under certain restrictions, and of female seals at any time, upon the islands of St. Paul and St. George, or in the waters adjacent thereto.

The master and mate of the schooner *Thornton* were subsequently (13th August last) brought for trial before Judge Dawson, in the United States district court at Sitka.

The evidence given by the officers of the United States revenue-cutter *Corwin* was to the effect that the *Thornton* was seized while in Behrings Sea, about 60 or 70 miles SSE. of St. George Island, for the offense of hunting and killing seals within that part of Behrings Sea which was ceded to the United States by Russia in 1867. The judge, in his charge to the jury, quoted the first article of the treaty of the 30th March, 1867, between Russia and the United States, in which the boundary of Alaska is defined as follows:

"The western limit, within which the territories and dominions conveyed are contained, passes through a point in Behring Straits, on the parallel of sixty-five degrees thirty minutes north latitude, at its intersection by the meridian, which passes midway between the island of Krusenstern or Ggnalook and the island of Ratmanoff or Noonarbrook, and proceeds due north, without limitation, into the same Frozen Ocean. The same western limit, beginning at the same initial point, proceeds then in a straight course, nearly southwest, through Behring Straits and Behring Sea, so as to pass midway between the northwest point of the island of St. Lawrence and the southeast point of Cape Choukotski, to the meridian of one hundred and seventy-two west longitude; thence from the intersection of that meridian in a southwesterly direction, so as to pass midway between the island of Otton and the Copper Island of the Kormandorski Couplet or group, in the North Pacific Ocean, to the meridian of one hundred and ninety-three degrees west longitude, so as to include in the territory conveyed the whole of the Aleutian Islands east of the meridian." (Executive Documents, 2nd session, 40th Congress, Vol. 13, Document 177.)

The judge is reported to have gone on to say:

"All the waters within the boundary set forth in this treaty to the western end of the Aleutian Archipelago and chain of islands are to be considered as comprised within the waters of Alaska, and all the penalties prescribed by law against the killing of fur-bearing animals must therefore attach against any violation of law within the limits before described.

"If, therefore, the jury believe from the evidence that the defendants did by themselves or in conjunction with others on or about the time charged in the information kill any otter, mink, martin, sable, or fur-seal, or other fur-bearing animal or animals on the shores of Alaska or in the Behrings Sea east of the one hundred and ninety-third degree of west longitude, the jury should find the defendants guilty, and assess their punishment separately, at a fine of not less than \$200 nor more than \$1,000, or imprisonment not more than six months, or by both, such fines within the limits herein set forth, and imprisonment."

The jury found the prisoners guilty, and the master of the *Thornton* was sentenced to thirty days' imprisonment and to pay a fine of \$500, while the mate was sentenced to a like term of imprisonment and to pay a fine of \$300. It appears from a telegraphic despatch of the 18th of September last, that the masters and mates of the *Onward* and *Carolina* have since also been tried and sentenced to undergo penalties similar to those inflicted on the master and mate of the *Thornton*.

The subcommittee do not here propose to comment on the enlarged construction placed by Judge Dawson on the words "adjacent waters" in the clauses of the Revised Statutes above referred to, further than to remark in passing that its effects would be to convert a purely municipal prohibition into an international obligation, and to claim for the United States a jurisdiction which their Government have in the past not only declined themselves to assert, but which they have strenuously resisted when claimed by another power.

The following brief instance will illustrate the position taken by the United States Government in the recent past:

As late as the 19th April, 1872, Mr. Boutwell, then Secretary of the United States Treasury, in answer to a request made to him that a revenue cutter should be sent to the region of the Unimak Pass to prevent Australian and Hawaiian vessels from taking seals on their annual migration to the islands of St. Paul and St. George, declined to accede to the request and added:

"In addition I do not see that the United States would have jurisdiction or power

to drive off parties going up there for that purpose, unless they made such attempts within a marine league of the shore."

Going further back in date the subcommittee find that in 1822 a claim to sovereignty over the Pacific Ocean north of the 51st degree of latitude was put forward by Russia. An imperial ukase issued on the 4 (16) September, 1821, regulating commerce, whaling and fishing along the eastern coast of Siberia, the northwestern coast of North America, and the Aleutian and other islands, and prohibiting all foreign vessels from landing on the coast and islands belonging to Russia, or approaching them within less than 100 Italian miles, was communicated to the American Government on the 11th February, 1822 (C of appendix).

The Honorable John Quincy Adams, at that time United States Secretary of State, wrote on the 25th of the same month to M. de Poletica, the Russian minister plenipotentiary, expressing the surprise of the President of the United States at the assertion of a territorial claim by Russia extending to the 51st degree of north latitude on this continent; stating that the exclusion of American vessels from the shore beyond the ordinary distance to which the territorial jurisdiction extends had excited still greater surprise, and requesting an explanation of the grounds of right, upon principles generally recognized by the laws and usages of nations, which would warrant such claims.

M. de Poletica, in a dispatch dated 16 (28) February, 1822, defends the prohibition as designed to suppress the furnishing by foreigners of arms and ammunition to the natives of Russian America. He adds, however:

"The extent of sea of which these possessions form the limits, comprehends all the conditions which are ordinarily attached to shut seas (*mers fermées*), and the Russian Government might consequently judge itself authorized to exercise upon this sea the right of sovereignty, and especially that of entirely interdicting the entrance of foreigners. But it preferred only asserting its essential rights, without taking any advantage of localities."

Mr. Adams deemed it a sufficient answer to this claim to point out the fact that "the distance from shore to shore on this sea, in latitude 51 north, is not less than 90° of longitude, or 4,000 miles. (State Papers, Vol. 9, p. 471 *et seq.*)

A writer in the North American Review, in an article published a few months later, says with respect to Mr. Adams' answer: "A volume on the subject could not have placed the absurdity of the pretensions more glaringly before us." (North American Review, Vol. 15, p. 389.)

The position was relinquished by Russia after much negotiation and correspondence (see American State Papers, foreign relations, Vol. 5, p. 432) and on the 17th of April, 1824, a convention was concluded between the United States and that country, which was ratified at Washington on the 12th January, 1825, and of which the 1st article is as follows: 1. "It is agreed that in any part of the Great Ocean, commonly called the Pacific Ocean, or South Sea, the respective citizens or subjects of the high contracting powers shall be neither disturbed nor restrained, either in navigation or in fishing, or in the power of resorting to the coasts upon points which may not already have been occupied for the purpose of trading with the natives, saving always the restrictions and conditions determined by the following articles." (State papers, Vol. 12, p. 595.) The conditions and restrictions relate chiefly to the prevention of illicit trade in spirituous liquors, fire-arms, etc.

Negotiations between Great Britain and Russia on the subject of the same ukase and the prohibition above referred to resulted in a treaty between the two powers, concluded on 28th February, 1825, and containing the following provision, in which the right of fishing and navigation by Great Britain in any part of the Pacific Ocean is recognized:

"It is agreed that the respective subjects of the high contracting parties shall not be troubled or molested in any part of the ocean commonly called the Pacific Ocean, either in navigating the same, in fishing therein, or in landing at such parts of the coast as shall not have been already occupied, in order to trade with the natives under the restrictions and conditions specified in the following articles." (State Papers, vol. 12, p. 38.)

So far as the subcommittee are aware the claim was never revived until it is now, for the first time, put forward by the United States.

It does not appear necessary to insist at any great length that the conditions attaching to *Maria clausa* can not by any possibility be predicated of Behring Sea, and that the seizure of Canadian vessels at a distance of over 100 miles from the mainland, and 70 miles from the nearest island, constitutes a high-handed extension of maritime jurisdiction unprecedented in the law of nations; but the subcommittee can not conclude without inviting the earnest attention of Her Majesty's Government to the fact that Canadian citizens, seized while engaged in the pursuit of their lawful avocation upon the high seas, and more than 70 miles from the nearest land, have been dragged before a foreign court, their property confiscated, and themselves thrown into prison, where they still remain.

The subcommittee express their confident hope that such representations will be at once made to the United States Government as will secure the immediate release of the imprisoned men, and full reparation for all losses and damage sustained by them.

The committee concur in the foregoing report, and they advise that your excellency be moved to transmit a copy of this minute, if approved, to the right hon. the secretary of state for the colonies, and to Her Majesty's minister at Washington.

All which is respectfully submitted for your excellency's approval.

JOHN J. MCGEE,
Clerk Privy Council.

INDEX TO APPENDIX.

- A. Letter from the Acting Secretary United States Treasury Department to Mr. D'Ancona, the collector of customs at San Francisco, dated 12th March, 1881.
- B. A letter from the Secretary of the United States Treasury Department to the collector of customs at San Francisco, dated 16th March, 1886.
- C. Edict of His Imperial Majesty, autocrat of all the Russias, dated 4th September, 1886.

APPENDIX A.

TREASURY DEPARTMENT, 12th March, 1881.

D. A. D'ANCONA,
717 O'Farrell street, San Francisco, Cal. :

SIR: Your letter of the 19th ult., requesting certain information in regard to the meaning placed by this Department upon the law regulating the killing of fur-bearing animals in the Territory of Alaska, was duly received.

The law prohibits the killing of any fur-bearing animals, except as therein otherwise provided, within the limits of Alaska Territory, or in the waters thereof, and also prohibits the killing of any fur seals on the islands of St. Paul and St. George, or in the waters adjacent thereto, except during certain months.

You inquire in regard to the interpretation of the terms "waters thereof" and "waters adjacent thereto," as used in the law, and how far the jurisdiction of the United States is to be understood as extending.

Presuming your inquiry to relate more especially to the waters of western Alaska, you are informed that the treaty with Russia of 30th March, 1870, by which the Territory of Alaska was ceded to the United States, defines the boundary of the territory so ceded. The treaty is found on pages 671 to 673 of the volume of treaties of the Revised Statutes. It will be seen, therefore, that the limit of the cession extends from a line starting from the Arctic Ocean and running through Behring Straits to the north of the St. Lawrence Islands.

The line runs thence in a southwesterly direction, so as to pass midway between the island of Attan and Copper Island, of the Kormandorski couplet or group, in the North Pacific Ocean, to meridian of 173 degrees west longitude. All the waters within that boundary to the western end of the Aleutian Archipelago and chain of islands are considered as comprised within the waters of Alaska Territory.

All the penalties prescribed by law against the killing of fur-bearing animals would therefore attach against any violation of law within the limits before described.

Very respectfully,

H. F. FRENCH,
Acting Secretary.

APPENDIX B.

TREASURY DEPARTMENT, 16th March, 1886.

SIR: I transmit herewith for your information a copy of a letter addressed by the Department on 12th March, 1881, to D. A. D'Ancona, concerning the jurisdiction of the United States in the waters of the Territory of Alaska, and the prevention of the killing of fur seals and other fur-bearing animals within such areas, as prescribed by chapter 3, title 23, of the Revised Statutes. The attention of your predecessor in office was called to this subject on 4th April, 1881. This communication is addressed to you, inasmuch as it is understood that certain parties at your port contemplate the fitting out of expeditions to kill fur seals in these waters. You are requested to give due publicity to such letters, in order that such parties may be informed of the construction placed by this Department on the provisions of law referred to.

D. MANNING,
Secretary.

COLLECTOR OF CUSTOMS OF SAN FRANCISCO.

APPENDIX C.

EDICT OF HIS IMPERIAL MAJESTY, AUTOCRAT OF ALL THE RUSSIAS.

The directing senate maketh known unto all men: Whereas, in an edict of His Imperial Majesty, issued to the directing senate on the 4th day of September, and signed by His Imperial Majesty's own hand, it is thus expressed:

"Observing from reports submitted to us, that the trade of our subjects on the Aleutian Islands and on the northwest coast of America appertaining unto Russia is subjected, because of illicit and secret traffic, to oppression and impediments; and finding that the principal cause of these difficulties is the want of rules establishing the boundaries for navigation along these coasts, and the order of naval communication, as well in these places as on the whole of the eastern coast of Siberia and the Kurile Islands, we have deemed it necessary to determine these communications by specific regulations which are hereto attached.

"In forwarding these regulations to the directing senate, we command that the same be published for universal information, and that the proper measures be taken to carry them into execution.

"COUNT D. GURIEF,
"Minister of Finances.

"It is therefore decreed by the directing senate, that His Imperial Majesty's edict be published for the information of all men, and that the same be obeyed by all whom it may concern."

The original is signed by the directing senate.

On the original is written in the handwriting of His Imperial Majesty, thus:

Be it accordingly.

ALEXANDER.

"SEC. 1. The pursuits of commerce, whaling, and fishery, and of all other industry on all islands, ports, and gulfs, including the whole of the northwest coast of America, beginning from Behring Straits to the 51st of northern latitude; also from the Aleutian Islands to the eastern coast of Siberia, as well as along the Kurile Islands, from Behring Straits to the south cape of the Island of Urup, viz, to the 45—50 northern latitude, is exclusively granted to Russian subjects.

"SEC. 2. It is therefore prohibited to all foreign vessels, not only to land on the coasts and islands belonging to Russia, as stated above, but also to approach them within less than a hundred Italian miles. The transgressor's vessel is subject to confiscation, along with the whole cargo."

[Inclosure 2.]

Mr. Baker to the Secretary of State.

OTTAWA, April 9, 1886.

SIR: I have the honor to transmit herewith a letter just received from Mr. Theodore Lubbe, the managing owner of our British Columbia sealing fleet, and dated 30th ultimo. The newspaper clipping attached thereto fully explains the matter embodied therein, and, as will be at once seen, it is a matter of vital importance to our fishing industry and commercial enterprises generally, that the same should engage the attention of the Government at the very earliest possible moment, in order that the owners may be apprised with as little delay as possible how they are to act.

I would therefore respectfully urge that the whole subject be referred to his excellency the governor-general in council, so that I may be informed as quickly as is reasonably possible what reply to telegraph. Should this mode of procedure be irregular or undesirable, then I would most respectfully ask that such other steps be taken in the premises as to you may appear necessary or expedient so as to avert trouble in the closely approaching season alluded to, and remove all doubt as to the rights of the parties on the "high seas" or otherwise as may appear to be reasonably consistent.

I have the honor to be, sir, your most obedient servant,

EDGAR CROW BAKER, M. P.,
Vice-President British Columbia Board of Trade.

The SECRETARY OF STATE.

[Inclosure 3.]

*Mr. Lubbe to Mr. Baker.*VICTORIA, BRITISH COLUMBIA, *March 30, 1886.*

DEAR SIR: The inclosed clipping explains itself.

The question I wish to ask is, can the United States claim the easterly half of Behring Sea as "American waters"?

The British schooners *Mary Ellen*, *Favorite*, *Onward*, *Gracia*, *Dolphin*, *Ann Beck*, *Wm. P. Sayward*, *Mary Taylor*, *Caroline*, *Alfred Adams*, and *Active* intend to follow the seals into Behring Sea at the end of the seal-fishing season, off the British Columbia coast—say 20th May next. These schooners would spear and shoot seals upon the high seas and have no occasion to go within 30 miles of any land. You are aware that the British schooner *Mary Ellen* has already made two successful voyages to Behring Sea. The *Favorite* made also a successful voyage during 1885. Both these vessels were spoken by an American revenue-cutter in Behring Sea, but not in any way molested.

Would it not be well for you to obtain from the minister of marine in Ottawa a written opinion, and further, would you be good enough to communicate to me the substance of such opinion by wire?

Please act promptly and oblige,

Yours, truly,

T. LUBBE.

Mr. EDGAR CROW BAKER, M. P.,
Ottawa.

The letter referred to in my letter dated April 9, 1886.

EDGAR CROW BAKER, M. P.

WARNING TO SEAL HUNTERS.

The Treasury Department having become informed that certain parties are fitting out expeditions for the purpose of killing fur seals and other fur-bearing animals in Alaskan waters, gives the following information to parties concerned as to how far the jurisdiction of the United States extends in the matter:

The treaty with Russia of March 30, 1870, by which the Territory of Alaska was ceded to the United States, defines the boundary of the territory so ceded. It will be seen therefrom that the limit of cession extends from a line starting from the Arctic Ocean and running through Behring Strait to the north of St. Lawrence Islands. The line runs thence in a southwesterly direction, so as to pass midway between the Island of Attou and Copper Island, of the Kromandorski couplet or group, in the North Pacific Ocean, to meridian 193° west longitude. All the waters within that boundary to the western end of the Aleutian Archipelago and chain of islands are considered as comprised within the waters of Alaska Territory. All the penalties prescribed by law against the killing of fur-bearing animals would therefore attach against any violation of law within the limits prescribed.

[Inclosure 4.]

*Mr. Lubbe to Mr. Baker.*VICTORIA, BRITISH COLUMBIA, *April 2, 1886.*

DEAR SIR: The inclosed clipping is upon the same subject, but more fully than the one sent you 30th ultimo.

Please attend to this matter promptly.

With regards,

T. LUBBE.

Mr. EDGAR CROW BAKER,
Ottawa.

The "Alaska Commercial Company" is evidently pulling the wires.

T. L.

ALASKA SEAL CATCHING.

The story goes that some poachers were fitting out in this port to kill seals on the Federal preserves in Alaskan waters. To warn all such parties, Secretary Manning addressed the following note to Collector Hager:

TREASURY DEPARTMENT,
March 6, 1886.

SIR: I transmit herewith for your information a copy of a letter addressed by the Department on the 12th March, 1881, to D. A. D'Ancona, concerning the jurisdiction of the United States in the waters of the Territory of Alaska and the prevention of the killing of fur seals and other fur-bearing animals within such areas as prescribed by chapter 3, title 23, of the Revised Statutes. The attention of your predecessor in office was called to this subject on the 4th April, 1881. This communication is addressed to you inasmuch as it is understood that certain parties at your port contemplate the fitting out of expeditions to kill fur seals in these waters. You are requested to give due publicity to such letters, in order that such parties may be informed of the construction placed by this Department upon the provision of law referred to.

Respectfully, yours,

D. MANNING,
Secretary.

COLLECTOR OF CUSTOMS,
San Francisco.

Upon reference to back files we find the full explanation of this note in the letter referred to, which is as follows:

TREASURY DEPARTMENT,
March 12, 1881.

SIR: Your letter of the 19th ultimo, requesting certain information in regard to the meaning placed by this Department upon the law regulating the killing of fur-bearing animals in the Territory of Alaska, was duly received.

The law prohibits the killing of any fur-bearing animals, except as otherwise therein provided, within the limits of Alaska Territory or in the waters thereof, and also prohibits the killing of any fur seals on the islands of St. Paul and St. George, or in the waters adjacent thereto, except during certain months.

You inquire in regard to the interpretation of the terms "waters thereof" and "waters adjacent thereto" as used in the law, and how far the jurisdiction of the United States is to be understood as extending.

Presuming your inquiry to relate more especially to the waters of western Alaska, you are informed that the treaty with Russia of March 30, 1870, by which the Territory of Alaska was ceded to the United States, defines the boundary of the Territory so ceded. This treaty is found on pages 671 to 673 of the volume of treaties of the Revised Statutes. It will be seen, therefore, that the limit of the cession extends from a line starting from the Arctic Ocean and running through Behring Strait to the north of St. Lawrence Islands.

The line runs thence in a southwesterly direction, so as to pass midway between the island of Atton and Copper Island, of the Kromansdorski couplet or group, in the North Pacific Ocean, to meridian of 173° west longitude. All the waters within that boundary, to the western end of the Aleutian Archipelago and chain of islands, are considered as comprised within the waters of Alaska Territory. All the penalties prescribed by law against the killing of fur-bearing animals would therefore attach against any violation of law within the limits before described.

Very respectfully,

H. F. FRENCH,
Acting Secretary

D. A. D'ANCONA,
717 O'Farrell street, San Francisco, Cal.

All parties are warned that the rule laid down by the Secretary of the Treasury of the United States in 1881, and re-affirmed in the note of Secretary Manning to the collector of this port of date of March 16, 1886, will be rigidly enforced against all who attempt to poach upon the Federal preserve by killing seals within its limits, there laid down and defined in the waters of Alaska. From that preserve the Federal Government derives its revenue, and its lessee is entitled to the protection proffered by the note of the Secretary referred to.

CONTRABAND SEAL HUNTING.

Noticing in your issue of the Call of the 25th instant an article referring to the Alaska Fur Company's territory, to oblige a number of your subscribers, will you kindly inform us if a vessel hunting seal a marine league off shore in Behring Sea would be liable to seizure, or does the marine league limit apply to that territory as it does to all land in the high seas?

SEVERAL INTERESTED SUBSCRIBERS.

Section 1956, Revised Statutes of the United States, prohibits the killing of fur-bearing animals within the limits of Alaska Territory or the waters thereof, except under an authorization from the Secretary of the Treasury, and it further provides that the Secretary shall not grant any special privileges under this section. Then comes the inquiry: What is included in the term "the waters thereof?"

The treaty by which Alaska was ceded to the United States by Russia defines the boundaries of the jurisdiction thus conveyed. The western limit which extends out on the high seas (a questionable conveyance) as far as the meridian of 193° west longitude, so as to include the whole of the Aleutian Archipelago, and thence proceeds northwest to the intersection of the meridian 172° W., with the parallel of $65^{\circ} 30'$ N., passes through the middle of Behring Strait, midway between the islands of Krusenstern, or Ignalook and Rotmanoff, and thence due north without limitation into the Frozen Ocean. By act of Congress the laws of the United States are extended over all this territory and water. As Behring Strait, at its narrowest, is 36 miles wide, 9 miles from the Alaskan mainland coast would not begin to reach the western limit of our purchase from Russia, and until the right of the United States Government to exclusive jurisdiction over those waters is successfully controverted, you must not violate the law of Congress by killing seals therein, without the consent of the Secretary of the Treasury, on peril of confiscation. According to the current of modern authority, says Chancellor Kent, the general territorial jurisdiction extends into the sea as far as a cannon shot will reach, and no farther, and this is generally calculated to be a marine league (3 miles); and the Congress of the United States has recognized this limitation. The claim of Russia to sovereignty over the Pacific Ocean north of the 51st degree of latitude, as a close sea, was considered by our Government in 1822 as being against the rights of other nations; but now, as we have bought Russia out, it is all right. One's opinions change according to one's stand-point; and besides, cannons shoot farther now than they used to.

[Inclosure 5.]

Mr. Lubbe to Mr. Baker.

VICTORIA, B. C., April 12, 1886.

DEAR SIR: Please see fol. 10 and 11 of the inclosed document.

Yours, truly,

T. LUBBE.

Mr. EDGAR CROW BAKER,
House of Commons, Ottawa:

Charles Edward Pooley, a public notary in and for the Province of British Columbia, duly commissioned and sworn, residing and practicing in the city of Victoria, in the said province, do hereby certify that the annexed paper writings are full, true and correct copies of the sworn copy sworn to be a correct copy by John T. Fogarty, at the city of San Francisco, in the State of California, on the 23d day of December, 1885, before John E. Hamill, notary public.

In testimony whereof I have hereunto set my hand and seal of office, at the city of Victoria aforesaid, the 12th day of April, 1886.

CHARLES E. POOLEY,
Notary Public, Victoria, B. C.

I.

[PUBLIC—No. 120.]

AN ACT to prevent the extermination of fur-bearing animals in Alaska.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That it shall be unlawful to kill any fur-seal upon the islands of Saint Paul and Saint George, or in the waters adjacent thereto, except during the

months of June, July, September and October in each year, and it shall be unlawful to kill such seals at any time by the use of fire-arms, or use other means tending to drive the seals away from said islands: *Provided*, That the natives of said islands shall have the privilege of killing such young seals as may be necessary for their own food and clothing during other months, and also such old seals as may be required for their own clothing and for the manufacture of boats for their own use, which killing shall be limited and controlled by such regulations as shall be prescribed by the Secretary of the Treasury.

SEC. 2. And be it further enacted, that it shall be unlawful to kill any female seal, or any seal less than one year old, at any season of the year, except as above provided; and it shall also be unlawful to kill any seal in the waters adjacent to said islands, or on the beaches, cliffs, or rocks where they haul up from the sea to remain; and any person who shall violate either of the provisions of this or the first section of this act shall be punished, on conviction thereof, for such offence by a fine of not less than two hundred dollars, nor more than one thousand dollars, or by imprisonment not exceeding six months, or by such fine and imprisonment both, at the discretion of the court having jurisdiction by taking cognizance of the offence; and all vessels, their tackle, apparel, and furniture, whose crew shall be found engaged in the violation of any of the provisions of this act shall be forfeited to the United States.

SEC. 3. And be it further enacted, that for the period of twenty years from and after the passing of this act the number of fur seals which may be killed for their skins upon the island of Saint Paul is hereby limited and restricted to seventy-five thousand per annum; and the number of fur-seals which may be killed for their skins upon the island of Saint George is hereby limited and restricted to twenty-five thousand per annum: *Provided*, That the Secretary of the Treasury may restrict and limit the right of killing if it shall become necessary for the preservation of such seals with such proportionate reduction of the rents reserved to the Government as shall be right and proper, and if any person shall knowingly violate either of the provisions of this section he shall, upon due conviction thereof, be punished in the same way as provided herein for a violation of the provisions of the first and second sections of this act.

SEC. 4. And be it further enacted, that immediately upon the passage of this act, the Secretary of the Treasury shall lease for the rental mentioned in section six of this act, to proper and responsible parties, to the advantage of the United States having due regard to the interests of the Government, the native inhabitants, the parties heretofore engaged in trade, and the protection of the seal fisheries for a term of twenty years from the first day of May, eighteen hundred and seventy, the right to engage in the business of taking fur seals on the islands of Saint Paul and Saint George, and to send a vessel or vessels to said islands for the skins of such seals, giving to the lessee or lessees of said islands a lease, duly executed in duplicate not transferable, and taken from the lessee or lessees of said islands a bond with sufficient securities in a sum not less than five hundred thousand dollars conditioned for the faithful observance of all the laws and requirements of Congress and of the regulations of the Secretary of the Treasury touching the subject-matter of taking fur seal, and disposing of the same, and for the payment of all taxes and dues according to the United States connected therewith, and in making said lease the Secretary of the Treasury shall have due regard to the preservation of the seal fur trade of said islands and the comfort, maintenance, and education of the natives thereof. The said lessees shall furnish to the several masters of vessels employed by them certified copies of the lease held by them respectively, which shall be presented to the Government revenue officer for the time being who may be in charge at the said islands as the authority of the party for landing and taking skins.

SEC. 5. *And be it further enacted*, That at the expiration of said term of twenty years or on surrender or forfeiture of any lease, other leases may be made in manner aforesaid for other terms of twenty years; but no persons other than American citizens shall be permitted by lease or otherwise, to occupy said islands or either of them, for the purpose of taking the skins of fur seals therefrom, nor shall any foreign vessel be engaged in taking such skins, and the Secretary of the Treasury shall vacate and declare any lease forfeited if the same be held or operated for the use, benefit, or advantage, directly or indirectly, of any person or persons other than American citizens. Every lease shall contain a covenant on the part of the lessee that he will not keep, sell, furnish, give, or dispose of any distilled spirits or spirituous liquors on either of said islands to any of the natives thereof, such person not being a physician and furnishing the same for use as medicine; and any person who shall kill any fur seal on either of said islands, or in the waters adjacent thereto, without authority of the lessees thereof, and any person who shall molest, disturb, or interfere with said lessees, or either of them, or their agents or employes in the lawful prosecution of their business under the provisions of this act, shall be deemed guilty of a misdemeanor, and shall for each offense on conviction thereof, be punished

in the same way and by like penalties as prescribed in the second section of this act. And all vessels, their tackle, apparel, appurtenances, and cargo, whose crews shall be found engaged in any violation of either of the provisions of this section, shall be forfeited to the United States; and if any person or company under any lease herein authorized, shall knowingly kill, or permit to be killed, any number of seals exceeding the number for each island in this act prescribed, such person or company shall, in addition to the penalties and forfeitures aforesaid, also forfeit the whole number of the skins of seals killed in that year, or, in case the same have been disposed of, then said person or company shall forfeit the value of the same, and it shall be the duty of any revenue officer officially acting as such on either of said islands to seize and destroy any distilled spirits or spirituous liquors found thereon: *Provided*, That such officer shall make detailed report of his doings to the collector of the port.

SEC. 6. *And be it further enacted*, That the annual rental to be reserved by said lease shall not be less than fifty thousand dollars per annum; to be secured by deposit of United States bonds to that amount, and in addition thereto a revenue tax as duty, of two dollars, is hereby laid upon each fur seal skin taken and shipped from said islands during the continuance of such lease, to be paid into the Treasury of the United States, and the Secretary of the Treasury is hereby empowered and authorized to make all needful rules and regulations for the collection and payment of the same, for the comfort, maintenance, education, and protection of the natives of said islands, and also for carrying into full effect all the provisions of this act: *Provided further*, That the Secretary of the Treasury may terminate any lease given to any person, company, or corporation on full and satisfactory proof of the violation of any of the provisions of this act or the rules and regulations established by him: *Provided further*, That the Secretary of the Treasury is hereby authorized to deliver to the owners of the fur seal skins now stored on the islands, on the payment of one dollar for each of said skins taken and shipped away by said owners.

SEC. 7. *And be it further enacted*, That the provisions of the seventh and eighth sections of an "Act to extend the laws of the United States relating to customs, commerce, and navigation over the territory ceded to the United States by Russia, to establish a collection district thereon, and for other purposes," approved July twenty-seventh, one thousand eight hundred and sixty-eight, shall be deemed to apply to this act, and all the prosecutions for offenses committed against the provisions of this act, and all other proceedings had because of the violations of the provisions of this act, and which are authorized by said act above mentioned, shall be in accordance with the provisions thereof; and all acts and parts of acts inconsistent with the provisions of this act are hereby repealed.

SEC. 8. *And be it further enacted*, That the Congress may at any time hereafter alter, amend, or repeal this act.

Approved July 1, 1870.

II.

Contract between William A. Richardson, Acting Secretary of the Treasury, and the Alaska Commercial Company.

This indenture, in duplicate, made this 3rd day of August, A. D. 1870, by and between William A. Richardson, Acting Secretary of the Treasury, in pursuance of an act of Congress, approved July 1st, 1870, entitled "An act to prevent the extermination of fur-bearing animals in Alaska," and the Alaska Commercial Company, a corporation duly established under the laws of the State of California, acting by John F. Miller, its president and agent, in accordance with a resolution of said corporation, duly adopted at a meeting of its board of trustees, held January 31st, 1870:

Witnesseth, that the said Secretary hereby leases to the said Alaska Commercial Company, without power to transfer, for the term of twenty years, from the 1st day of May, 1870, the right to engage in the business of taking fur seals on the islands of St. George and St. Paul, within the Territory of Alaska, and to send a vessel or vessels to said islands for the skins of such seals.

And the said Alaska Commercial Company, in consideration of their right under this lease, hereby covenant and agree to pay for each year during said term and in proportion during any part thereof, the sum of \$55,000 into the Treasury of the United States, in accordance with the regulations of the Secretary, to be made for this purpose under said act, which payment shall be secured by deposit of United States bonds to that amount; and also covenant and agree to pay annually into the Treasury of the United States, under said rules and regulations, a revenue tax or duty of \$2 upon each fur seal skin taken and shipped by them, in accordance with the provisions of the act aforesaid; and also the sum of 62½ cents for each fur seal skin taken and shipped, and 55 cents per gallon for each gallon of oil obtained from said seals for sale on said islands or elsewhere, and sold by said company. And also covenant and agree, in accordance with said rules and regulations, to furnish free of charge the inhabitants of the islands of St. Paul and St. George, annually during said term,

25,000 dried salmon, 60 cords fire-wood, and a sufficient quantity of salt, and a sufficient number of barrels for preserving the necessary supply of meat.

And the said lessees also hereby covenant and agree during the term aforesaid, to maintain a school on each island, in accordance with said rules and regulations, and suitable for the education of the natives of said islands, for a period of not less than eight months in each year.

And the said lessees further covenant and agree not to kill upon said island of St. Paul more than 75,000 fur seals, and upon the island of St. George not more than 25,000 fur seals per annum; not to kill any fur seal upon the islands aforesaid in any other month except the months of June, July, September, and October of each year; not to kill such seals at any time by the use of fire-arms or other means tending to drive the seals from said islands; not to kill any female seal or any seal less than one year old; not to kill any seal in the waters adjacent to said islands or on the beaches, cliffs, or rocks where they haul up from the sea to remain.

And the said lessees further covenant and agree to abide by any restriction or limitation upon the rights to kill seals under this lease that the act prescribes or that the Secretary of the Treasury shall judge necessary for the preservation of such seals.

And the said lessees hereby agree that they will not in any way sell, transfer, or assign this lease, and that any transfer, sale, or assignment of the same shall be void or of no effect.

And the said lessees further covenant and agree to furnish to the several masters of the vessels employed by them certified copies of this lease, to be presented to the Government revenue officers for the time being in charge of said islands, as the authority of said lessees for the landing and taking said skins.

And the said lessees further covenant and agree that they or their agents shall not keep, sell, furnish, give, or dispose of any distilled spirits or spirituous liquors on either of said islands to any of the natives thereof, such person not being a physician furnishing the same for use as medicine.

And the said lessees further covenant and agree that this lease is accepted subject to all needful rules and regulations which shall at any time or times hereafter be made by the Secretary of the Treasury for the collection and payment of the rentals herein agreed to be paid by said lessees, for the comfort, maintenance, education, and protection of the natives of said islands, and for carrying into effect all the provisions of the act aforesaid, and will abide by and conform to said rules and regulations.

And the said lessees, accepting this lease with the full knowledge of the provisions of the aforesaid act of Congress, further covenant and agree that they will fulfill all the provisions, requirements, and limitations of said act, whether herein specifically set out or not.

In witness whereof the parties aforesaid have hereunto set their hands and seals the day and year above written.

WILLIAM A. RICHARDSON,
Acting Secretary of the Treasury.
ALASKA COMMERCIAL COMPANY.

By JNO F. MILLER,
President.

Executed in presence of
J. H. SAVILLE.

I certify the foregoing printed copy of the lease of the United States to the Alaska Commercial Company of the right to take fur seals in the Territory of Alaska, has been compared with the original on file in this Department and is a true copy thereof.

J. H. SAVILLE,
Chief Clerk Treasury Department.

WASHINGTON, D. C., *September 3, 1870.*

III.

Mr. Boutwell to Mr. Phelps.

TREASURY DEPARTMENT,
Washington, D. C., April 19, 1872.

SIR: Your letter of the 25th ultimo * was duly received, calling the attention of the Department to certain rumors circulating in San Francisco, to the effect that ex-

* The following is the communication to which this letter is the reply:

Mr. Phelps to Mr. Boutwell.

CUSTOM-HOUSE, SAN FRANCISCO,
Collector's Office, March 25, 1872.

SIR: I deem it proper to call the attention of the Department to certain rumors, which appear to be well authenticated, the substance of which appears in the printed slip taken from the Daily Chronicle of this date, herewith inclosed.

In addition to the several schemes mentioned in this paper, information has come to this office of

peditions are to start from Australia and the Hawaiian Islands, to take fur seals on their annual migration to the Islands of St. Paul and St. George through the narrow pass of Oonimak. You recommend, to cut off the possibility of evil resulting to the interests of the United States from these expeditions, that a revenue cutter be sent to the region of Oonimak Pass, by the 15th of May next. A very full conversation was had with Captain Bryant upon this subject while he was at the Department, and he conceived it to be entirely impracticable to make such an expedition a paying one, inasmuch as the seals go singly or in pairs, and not in droves, and cover a large region of water in their homeward travel to these islands, and he did not seem to fear that the seals would be driven from their accustomed resorts, even were such attempts made.

In addition, I do not see that the United States would have the jurisdiction or power to drive off parties going up there for that purpose, unless they made such attempt within a marine league of the shore.

As at present advised, I do not think it expedient to carry out your suggestions; but I will thank you to communicate to the Department any further facts or information you may be able to gather upon the subject.

I am, very respectfully,

GEORGE S. BOUTWELL,
Secretary.

another, which is being organized at the Hawaiian Islands for the same purpose. It is well known that during the month of May and the early part of June in each year the fur seal, in their migration from the southward to St. P. Paul and St. George Islands, uniformly move through Oonimak Pass in large numbers, and also through the narrow straits near that pass which separate several small islands from the Aleutian group.

The object of these several expeditions is unquestionably to intercept the fur seals at these narrow passages during the period above mentioned, and there, by means of small boats, manned by skillful Indians or Aleutian hunters, make indiscriminate slaughter of those animals in the water, after the manner of hunting sea-otters.

The evil to be apprehended from such proceedings is not so much in respect of the loss resulting from the destruction of the seals at those places (although the killing of each female is in effect the destruction of two seals), but the danger lies in diverting these animals from their accustomed course to the islands of St. Paul and St. George, their only haunts in the United States.

It is believed by those who have made the peculiar nature and habits of these animals a study, that if they are by any means seriously diverted from the line upon which they have been accustomed to move northward in their passage to these islands, there is great danger of their seeking other haunts, and should this occur, the natural selection would be Komandorsky Islands, which lie just opposite the Pribolov group, near the coast of Kamtschatka, owned by Russia, and are now the haunt of fur seals.

That the successful prosecution of the above-mentioned schemes would have the effect to drive the seals from their accustomed course there can be no doubt. Considering, therefore, alone the danger which is here threatened to the interest of the Government in the seal fisheries, and the large annual revenue derived from the same, I have the honor to suggest, for the consideration of the honorable Secretary of the Treasury, the question whether the act of July 1, 1870, relating to those fisheries, does not authorize his interference by means of revenue-cutters to prevent foreigners and others from doing such an irreparable mischief to this valuable interest. Should the honorable Secretary deem it expedient to send a cutter into these waters, I would respectfully suggest that a steam-cutter would be able to render the most efficient service, and that it should be in the region of Oonimak Pass and St. Paul and St. George Islands by the 15th of May next.

I am, very respectfully,

T. G. PHELPS,
Collector.

[From San Francisco Daily Chronicle, March 21, 1872.]

It is stated in reliable commercial circles that parties in Australia are preparing to fit out an expedition for the capture of fur seals in Behring Sea. The present high prices of fur-seal furs in London and the European markets has acted powerfully in stimulating enterprises of a like character. But a few days ago we mentioned that a Victoria company was organized for catching fur seals in the North Pacific. Another party, an agent representing some eastern capitalists, has been in this city for the past week, making inquiries as to the feasibility of organizing an expedition for like purposes.

STATE OF CALIFORNIA,
City and County of San Francisco:

COLLECTOR'S OFFICE, CUSTOM-HOUSE, December 23, 1885.

I hereby certify the foregoing to be correct copies of original documents on file in this office.

STATE OF CALIFORNIA,
City and County of San Francisco:

John T. Fogarty, being duly sworn, deposes and says that the foregoing are true and correct copies of original documents on file in the office of the collector of customs of the port of San Francisco, that he has compared the foregoing with said originals, and knows them to be correct copies to his own knowledge.

JOHN T. FOGARTY.

Subscribed and sworn to before me this 23d day of December, 1885.

JOHN E. HAMILL,
Notary Public.

[Inclosure 6.]

THE ALASKA SEIZURES.

A common-sense view of the whole situation.—A Brooklyn paper speaks out.—What is the law?—The greatest maritime judge living.—The seal monopoly.

[From the Brooklyn Eagle.]

The recent seizure of vessels in Behring Sea by the United States revenue steamer *Corwin* for the alleged illegal capture of seals in the waters of the United States has attracted a surprisingly slight amount of attention in this quarter at least. This is probably due to the fact that the Cabinet has not had a meeting for some time, and that but one Cabinet minister remained in Washington, so that there was a lack of information on the subject, which was unfavorable to its discussion. Now, however, we have something like an official report of what took place from the captain of the *Corwin*, and the matter is ripe for the attention of the press of the United States. No one who gives the subject his notice can fail to recognize the fact that it is one of the most important questions this Government was ever called upon to discuss, and that it may involve consequences of the highest moment.

The captain of the *Corwin*, it would appear, was acting under positive instructions received at San Francisco, commanding him to seize and deliver to the United States district court of Alaska, for condemnation and seizure, all vessels found engaged in the capture of seals within Alaskan waters, which were defined to include all of Behring Sea east of the line from Behring Strait to a point west of the most western of the Aleutian Islands. Under this interpretation a vessel might be more than 500 miles from the main-land of America and still a trespasser in Alaskan waters, and therefore liable to seizure. The complaints which led to the issuing of these instructions came from the Alaska Fur Seal Company, who lease the seal fisheries from the Government for the payment of \$317,000 annually.

The vessels captured were six in number, three of them being described as British, one American, from San Francisco, but the nationality of the other two is not given. It is not pretended that any of them was within a marine league of the shore; in fact, the only vessel whose place of capture is specifically stated in the dispatch is the British schooner *Thornton*, which, the captain of the *Corwin* says, was captured about 70 miles south-southeast of St. George. This would bring her 150 miles from the chain of the Aleutian Islands and 300 miles from the nearest point of the main-land.

The captured schooners were taken to Ounalaska, where they were libeled for condemnation, and their crews were conveyed to Sitka, where the masters and mates, in addition to the loss of their vessels, were tried before Judge Dawson and fined and imprisoned.

In the case of the *Thornton*, the captain was fined \$500 and to be imprisoned for thirty days, while the mate of the same vessel was fined \$300. Judge Dawson, in passing sentence, was very severe on the prisoners, and likened their offense to piracy, telling them that they had no more right to go into the waters of another nation to interfere with its industries than they had to go upon another man's land and appropriate his crops. Judge Dawson, although only a district judge, considers that his jurisdiction extends over the whole of the waters of Alaska, comprising about a million square miles of what would elsewhere be regarded as the high seas, so that he may be safely regarded as the greatest maritime judge extant.

If it should be reported some day in the papers that a Gloucester fisherman had been captured by a Canadian cruiser 300 miles off the coast of Nova Scotia, and that her master and mate, in addition to the loss of their vessel, had been heavily fined, and were then languishing in a Canadian prison, there would probably be some indignation in New England. Yet that, as regards the maritime aspect of the case, is substantially what the Alaskan seizures amount to. It is maintained, however, that the circumstances of these cases are modified by the fact that Russia claimed the whole of Behring Sea as part of her territory, and that the waters claimed by this Government were ceded as part of Alaska. Judge Dawson is reported to have said on this point that Russia had claimed and exercised jurisdiction over all that part of Behrings Sea embraced in the boundary line set forth in the treaty, and that claim had been tacitly recognized and acquiesced in by the other maritime powers of the world for a long series of years prior to the treaty of 30th March, 1867. He held that the jurisdiction had been transferred, and that the United States had acquired absolute control and dominion over the area described in the treaty, and that British vessels manned by British subjects had no right to navigate the waters for the purpose of killing fur-bearing seals. If this is good law, that is the end of the matter; but is it good law? Unless we are greatly in error, there are copies of dispatches on the files of the State Department, written prior to 1867, in

which the Russian claim is distinctly repudiated and denied. Circumstances may have changed since then as to our attitude toward the subject, but the principle has not. And we doubt greatly whether the United States would ever have admitted such a claim if made by another nation. What would be said, for instance, if the British undertook to prevent an American whaler from entering Hudson Bay or traversing the western half of that arm of the Atlantic Ocean which leads to it? Maritime law and international are the same whether on the Atlantic or the Pacific, and there is certainly something grotesque in the sight of hundreds of American fishermen hovering on the Canadian Atlantic coast just beyond the 3-mile limit and claiming to enter all bays more than 3 miles wide at the mouth and fish, while on the Pacific Canadian vessels are captured 300 miles from the main-land, and the claim is made that a bay more than 1,000 miles wide at the mouth shall be a closed sea to them.

There is another aspect to the case, not international, but national. One of the vessels captured was an American schooner from San Francisco. All other American vessels, except those of the Alaska Seal Fur Company, are, therefore, excluded from these waters which are claimed as belonging to Alaska. Is there any warrant for this in the Constitution of the United States? It has been the evil policy of the nation to give up the whole Territory of Alaska to one gigantic monopoly, to discourage settlement and all legitimate enterprises not connected with the fur trade. Is this policy to be continued? It surely was not for this purpose that the Territory was bought, but that its resources might be developed, and such parts of it as are suitable for settlement opened to industrious workers. But for nineteen years Alaska has been nothing but the reserve of a great corporation, which is even now scheming to obtain a renewal of its franchise there. The matter is one of the greatest interest and importance to the American people, who are not desirous of establishing monopolies in Alaska or elsewhere, but wish to see all their territory opened up and made available for the use of all our citizens.

[Inclosure.]

Letter of Lieutenant-Governor Cornwall.

GOVERNMENT HOUSE,
Victoria, B. C., August 26, 1886.

SIR: I have the honor to report that a few days since I received a telegram from Mr. Mason, acting British consul at San Francisco, to the following effect:

"*Carolina, Thornton*, seized by United States steamer *Corwin* for illegal sealing; about twenty men from them put on board *St. Paul*, arrived here last night; they ask me for protection and to send them to Victoria. Advise me what to do; they are not charged with anything."

Upon receipt of this, I arranged with the owners of the *Carolina* and *Thornton* for the return of the men here, and they arrived on the 23d.

The *Carolina* and *Thornton*, belonging to different owners, are sloops owned here, and fitted out here for the prosecution of seal fishing in the North Pacific and Behring Sea. It seems, from the accounts given, that they were peaceably pursuing their avocations, and not within 70 miles of land when they were seized by United States revenue steamer *Corwin*, as above stated. Some of the men were shipped to San Francisco; the sloops and their masters are retained in some Alaskan port. This extraordinary and high-handed proceeding was doubtless perpetrated in the interests of the Alaska Commercial Company and ostensibly for the protection of the fur sealing fisheries which are leased by the Government of the United States to that company. In reality it proclaims the right of that Government to the sole use of the fisheries of those northern waters, an idea so preposterous as to be ludicrous. I inclose a cutting from a newspaper published here which gives as correct an account of the matter as we have at present, and also a statement of the facts relating to the transfer to the United States of the Russian American possessions, and of the lease and concessions granted by the Government of the United States to the company above mentioned. The matter has been already laid before the honorable the minister of marine and fisheries, who opportunely arrived here a few days after my receiving information of it, but I beg to call your earnest attention to it, so that the whole case being laid before the imperial authorities, steps may be taken not only to cause reparations to be made for the outrage committed, but to definitely prevent any possible repetition of it.

I have the honor to be, sir, your obedient servant,

CLEMENT F. CORNWALL,
Lieutenant-Governor.

I.

SEALING SCHOONER SEIZURES.

As the late seizure of an American and three British sealing schooners by an American revenue-cutter in the Behring Sea are almost certain to lead to international complications on account of the extravagance of the assumption upon which those seizures were made, a brief history of the events which led up to them will be acceptable at the present time. In March, 1867, a treaty was made between Russia and the United States, by which Russia ceded all its possessions in British North America to the Government of the United States. One of the terms of that treaty declared that the western limit, within which the territories and dominion conveyed are contained passes through a point in Behring Straits on the parallel of 65 degrees 30 minutes north latitude at its intersection by the meridian, which passes midway between the Islands of Krusenstein or Ignalook and the Island Ratmanoff or Noon-arbook, and proceeds due north without limitation into the frozen ocean. The same western limit beginning at the same initial point, proceeds thence in a course nearly southwest through Behring Sea, so as to pass midway between the northwest point of St. Lawrence and the southeast point of Cape Choutkotski, to the meridian of 172 west longitude, thence from the intersection of that meridian in a southwesterly direction, so as to pass midway between the Island of Atton and the Copper Island of the Kormandorski couplet or group in the North Pacific Ocean, to the meridian of 179 degrees west longitude, so as to include in the territory conveyed the whole of the Aleutian Islands east of that meridian. So far, so good. In July, 1870, in the second session of the forty-first Congress, an act was passed entitled "An act to prevent the extermination of fur-bearing animals in Alaska," in which the number of seals to be killed for their skins was limited on St. Paul and St. George Islands to 75,000 per annum on each island, with power by the Secretary of the Treasury to further limit the number if necessary, and giving that official power to lease for rental mentioned in the act, to proper and responsible parties, to the best advantage of the United States, having due regard to the interests of the Government, the native inhabitants, the parties hitherto engaged in trade, and the protection of the seal fisheries, for a term of twenty-five years, from May, 1870, the right to engage in taking seals on the Islands of St. Paul and St. George.

Another section declares that any person who shall kill any fur seal on either of said islands, or in waters adjacent thereto, without authority from the lessees thereof, or interfere with them in the lawful prosecution of their duty, shall be deemed guilty of a misdemeanor, and shall for each offense, upon conviction, be punished, and all their vessels, tackle, apparel, appurtenances, and cargo shall be forfeited to the United States. In the month following the passage of this act, that is, in August, 1870, a lease called the seal island lease, was executed between the United States Government and the Alaska Commercial Company, a corporation established in California. In return for the exclusive privilege of taking for twenty years (with certain restrictions) fur seals in the islands of St. Paul and St. George, the lessees agreed to pay to the Government an annual sum of \$55,000, \$2.62½ for each seal skin taken, 55 cents for each gallon of seal oil sold, and to annually provide the natives with a certain quantity of provisions and fuel. The months of June, July, September, and October, were, moreover, the only months during which the capture of seals could be prosecuted. Under this lease or concession this company has perpetuated its monopoly for sixteen years, reaping a vast profit therefrom. Not satisfied with the prolific source of its supply and the facilities afforded it for engaging in the business, the company has sought and practically succeeded in controlling the seal fur market by its aggressiveness in pretending to construe the term "and the waters adjacent thereto," as meaning that vast sea of waters included in the limits of cession named in the Russo-American treaty of 1867. In this interpretation it has received the unrelaxed support of the United States Government, whose interests in the matter are identical with those of the company; and here it may be remarked that the royalty paid by the latter furnishes a handsome profit upon the purchase money of Alaska Territory.

One or two American revenue-cutters are always cruising in the Behring Sea and that portion of the North Pacific to the south of the Aleutian Islands, ever on the alert to prevent any vessels but those of the Alaska Commercial Company from capturing seals there. Meeting with no effectual opposition and the cost of litigation precluding any chance of success for the appellant, the Government has become more and more aggressive until finally, changing from a defensive to an offensive supervision, their action has culminated in the deliberate seizure of three British sealing schooners upon—whatever a national greed may declare to the contrary—the high and open seas—recognized by international law as part of the world's great highway—free to the commerce of all countries, and a natural means of the intercourse of all nations. It is laid down as one of the first principles of maritime and commercial international law, that the open sea or main ocean is like the atmosphere, free for common use to

all mankind, and can not be appropriated by any state to the exclusion of the others. Bearing in mind the huge improbability of the act of the revenue-cutter not being in consonance with governmental orders, what do we find? That a nation disregarding on one coast the belt of the sea literal which constitutes the range belonging to coast defenses, is actually assuming on another coast supreme maritime jurisdiction over a waste of waters comprising half of the northern portion of a vast ocean. In the exercise of this self-arrogated authority foreign mercantile vessels are forcibly seized, and, with their cargoes, are declared confiscated; while, with an unaccountable magnanimity, the crews, after being landed at an American port many hundreds of miles distant from the scene of their capture, are allowed to go at large. It may be advanced that if open to indiscriminate capture the fur seal would have ere this become extinct or nearly so. But though this has been the case with the seal in southern regions, it is a fact, which deplorable as it may be, would furnish a most flimsy excuse to a Government whose regulation of the industry in Alaskan waters is prompted not by philanthropy, but by strictly mercenary considerations. So far has this latter disposition carried them as to cause them to become responsible for an act which if committed by a vessel privately manned and owned, would bear but one interpretation. As it is, the act is one that is rash, aggressive, and in the face of what is known, bitterly unjust, and is already spoken of as an unworthy means of reprisal for the late seizures made by Canada of American fishing vessels on the Atlantic coast.

The sealing schooners when seized were over 70 miles from any land, and how, with this fact before them, the United States Government can attempt, with any show of reason, to justify the conduct of the commander of the *Corwin* it is difficult to imagine. With what evidence we have at hand, the seizures and detention are manifestly illegal; and representations of the affair through the proper official channels have already been forwarded to the Home Government. Britain is not belligerent; the strength she possesses—imparted by the commerce she conducts in every quarter of the globe—she does not misuse. But she has “grit” and accords justice; and, while respecting the right of other nations to traverse the high seas unmolested, expects, and is in a position to secure, recognition of that same right for herself.

II.

[From the (Portland) Oregonian, United States.]

THE ALASKA FRAUD.—SEIZURE OF BRITISH SCHOONERS IN BEHRING SEA.

NEWPORT, August 20.

Editor Oregonian:

The seizure of the British vessels in the waters of Alaska has probably raised an issue and will result in settling a question of great importance to the American people and especially to the people of the Pacific coast.

Of all the blunders or frauds committed by the Republican party there is probably none more palpable or positive, yet better concealed, than the acquisition and disposition of Alaska. And it seems strange that our people could rest so long and so quietly under so great a wrong as has been committed. The purchase of Alaska from Russia was all right. It was a good investment, and reflects credit on Secretary Seward and the administration that consummated the purchase. But the disposition of it afterwards was all wrong, and is a gross injustice to the American people, and is a piece of secret history that may never be written.

Let us briefly view the facts. Alaska was bought for about \$7,000,000, and paid for out of the common treasury of the United States, and then what was done? Was it thrown open to settlement, so that American citizens could search out its hidden wealth and develop its wonderful resources? No, but on the contrary it was closed up like a sealed book and handed over to the care and custody of a private corporation to draw millions from, while American citizens were carefully excluded or hunted like pirates, if they ventured within its limits. Of course, it is claimed that the Alaska Commercial Company merely acquired the right from the Government to the two small islands of St. George and St. Paul. But let any person attempt to fit out a small vessel for the purpose of trading or hunting in Alaska, and he will soon discover that the Alaska Commercial Company are sovereigns, and reign supreme over all the broad territory, and the collectors of customs and all the revenue officers of the Government seem to be their servants, and stand ready to do their bidding. I said the rights acquired by this company are a part of the secret history of the country; how they obtained this valuable franchise may never be known to the public, but it is claimed by many that it was simply the result of downright bribery and corruption from General Grant down through each department of the Government. And money has been poured out freely to obtain and maintain their ill-gotten rights.

But it would take too much of your valuable space to discuss all that is involved in this part of the question. This grasping monopoly, not satisfied with the almost exclusive control of this vast domain, containing over 500,000 square miles, now assume the ownership of the Behring Sea, and are employing their servants, the revenue officials, to hunt down and seize the little hunting vessels that have been going up there for the past few years to hunt for seals in the open sea. But, fortunately for American citizens, they have probably gone a step too far, and by seizing the British vessels the question of this company's title may be tested and decided.

The question may be asked, How did the Alaska Commercial Company acquire a title to Behring Sea? Perhaps it may be answered, from the United States Government. Well, how did the United States Government obtain the title? It may be answered again, from Russia. But when and how did Russia ever obtain exclusive control of this vast sea, and by what right did she convey it to the United States? For it appears that in the conveyance of this territory by Russia to the United States they drew the dividing or boundary line down through the center of Behring Straits, and then down through the Aleutian Islands to the meridian 173 degrees west longitude. May they not as well have continued the line south through the Pacific Ocean to the South Pole, and thus divided the whole Pacific between the United States and Russia. I say it is fortunate that these British vessels have been seized, because by this means, and probably only by such means, could one ever hope for a satisfactory solution of this question.

It would be a hopeless undertaking for an obscure citizen of small means to seek redress, either through our courts or through Congress, for wrongs inflicted upon him by this soulless and overbearing company. The immense profits accruing to the company from their franchise affords them the means to head off legal redress and to control Congressmen by subsidizing them.

Once in a while the Government sends out a commissioner to examine into the company's affairs, to see if they kill the correct number of seals, etc. When he arrives in San Francisco, a fine steamer is ready to receive him and convey him to the islands, and, being so nicely treated and entertained, he could hardly fail to find everything all right.

Then he returns to Washington and the company requires the service of an agent to watch Congress, and see that no unfavorable legislation is enacted. So he gets paid by the Government to watch the company, and paid by the company to watch the Government, and consequently his trip is a very pleasant and profitable one.

Our revenue vessels have been kept cruising in the Alaskan waters for years, under various pretenses, but their real business is to watch the little traders and hunters, and to protect the interests of the Alaska Commercial Company. They go there to prevent trading and they become traders themselves. This has been brought home so closely to the Government that notice had to be taken of it and a check placed upon it.

But I must really beg pardon for making this article so long. The only point that I really intended to call attention to is the new question that is raised by the seizure of these vessels. Does the lease of the Alaska Commercial Company give them the exclusive use of Behring Sea? Will England admit this? I think not, and it is to be hoped she will not. If we have a corporation so powerful that our Government can not control it perhaps England may help us out. Humiliating as this may seem, it is better than the present state of affairs. It were as well that Alaska had remained Russian territory as to have become American only in name. By publishing this and getting public attention directed to this subject you may accomplish great good and contribute largely to prevent a renewal of this infamous lease, and thus break up an overbearing and oppressive monopoly.

Respectfully,

J. J. WINANT.

[Inclosure 8.]

Copy of letter from Daniel Munroe, master of schooner Onward.

SCHOONER ONWARD, PORT ILIOLUK,
Oonalaska, August 7, 1886.

DEAR SIR: On the 2d, while the *Onward* was in latitude 54° 52' N., longitude 167° 55' W., and about 70 miles from the nearest land, the United States revenue-cutter *Corwin*, having the schooners *Thornton* and *Carolina* in tow, boarded us and sent a crew on board and towed us in here, where we are lying at present, with sails bent and seals on board, and a watchman in charge, but can't find out what they intend to do with us, so I can't say anything more about it at present.

I met the *Favorite* on the 28th. Captain McLean was on board of us. We gave him

508 skins and they had 1,290 they took themselves, making them about 1,800 total; and, as we were in sight of each other until the night of the 1st instant, he must have made a good catch, for we have 400 skins on board at present that we took in four days, and I am positive his crowd could take twice that number, as we have not got the best of sealers.

I believe all the schooners done well, and I trust they will get away all right. There is no cutter out at present, as there is only two of them up here, one of them up in the Arctic, and the other that brought us here is still watching us here.

We may find out to-day how they are going to dispose of us, but I am in hopes they made false steps, and that they can do nothing more than spoil the season.

They took the schooner *San Diego* in here about a month ago and took the skins out of her, and unbent her sails and put everything ashore, and they are sending the crew to San Francisco to-day in one of the Fur Company's steamers, *St. Paul*.

Later on, have heard nothing more, only the crews of the *Thornton* and *Carolina* are going to San Francisco to-day in the steamer *St. Paul*, except the captain and one man of each vessel, but they took none of our crew.

There are rumors afloat that the three schooners are to be laid up here all winter, and that we are to be taken to Sitka, but no certainty. I wrote you this morning as the boat was leaving the wharf, thinking that she was going away, but she came to anchor in the roads, and I don't think I finished it; I was afraid of being late. We sent a protest on board the cutter against the action of the authorities in seizing the vessel on the high seas, but I don't know if it will amount to much; there is no notary public here to sign it. I have nothing more to write you. Trusting things will turn out better than we expect,

I remain, etc.,

DANL. MUNROE.

CHARLES SPRING, Esq.,
Victoria.

[Inclosure 9.]

Mr. William Munsie to the Hon. George E. Foster.

VICTORIA, BRITISH COLUMBIA, November 15, 1886.

DEAR SIR: As our sealing schooners will leave Victoria on or about the 10th of December for the sealing expeditions of 1887 many of them will not return to Victoria until September, or, in other words, not until the Behring Sea trip is completed. We are exceedingly anxious to know what is being done in the case of our seized vessels, and whether or not we may look for protection against what we, and even the American press, is pleased to term piracy. We have no occasion to interfere with the Alaska Commercial Company's rights on the Pribiloff Islands, nor do our vessels come anywhere near land. The fact is we take out at sea from 50 to 100 miles, what the Hon. H. Elliot, of the Smithsonian Institution, in his report of 1874, on the Seal Island, calls bachelor seals, or those not required on breeding grounds, to which report I would be pleased to draw your attention. The industry is of too much importance to Canada to allow the Alaska Commercial Company to dictate who shall and who shall not take seals on the high or Behring Sea.

For the season of 1886 there was brought into Victoria, from the Pacific Ocean and Behring Sea, and shipped therefrom to England and the United States, 50,000 skins, valued at about \$350,000. It is evident that the business is worth protecting. Just here allow me to contradict a statement made by Special Agent Single, of the United States Treasury Department, in which he says that three-fourths of the seals shot in the water sink and are lost.

From the experience of our hunters I maintain but a small percentage is lost in this way, probably not over one in fifty. I doubt if the loss is as great as that caused by the rejection of skins after being clubbed by the Alaska Commercial Company on the islands, to which reference is made in the tables of Elliot's report. The Americans themselves in 1824 repudiated Russia's claim to the Behring Sea, when Russia seized the Boston brig *Pearl* for whaling. Two years later Russia had to give the vessel up and paid damages.

In conclusion I may say that the seized skins are liable to be valueless on account of neglect. Captain Ogilvie's body has been discovered. A jury was impaneled, and a verdict was given in accordance with the facts of the case. Hoping you may be pleased to advise us in this matter before our vessels sail, you will confer a great favor on

Your most obedient servant,

WM. MUNSIE,
Victoria, British Columbia.

No. 118.

Mr. Stanhope to Lord Lansdowne.

[Telegram from the secretary of state for the colonies on the 1st of December, 1886.]

Her Majesty's Government has made a protest against the seizures by the United States of Canadian schooners in Alaskan waters. An authentic report of the trial is awaited by the United States Government.

SECRETARY OF STATE.

The GOVERNOR-GENERAL,
Ottawa.

No. 119.

Lord Lansdowne to Sir L. West.

OTTAWA, December 9, 1886.

SIR: With reference to the administrator's dispatches No. 15 and 16, of the 28th September last, I have the honor to forward, for your information, a copy of a dispatch which I have addressed to the right honorable the secretary of state for the colonies, transmitting a copy of an approved report of a committee of my privy council, dated the 29th ultimo, dealing with the seizure of the Canadian schooners *Carolina*, *Onward*, and *Thornton* by the United States revenue-cutter *Corwin* while fishing for seals in Behring Sea.

I have, etc.,

LANSDOWNE.

MINISTER AT WASHINGTON.

No. 120.*Sir L. West to the Marquis of Lansdowne.*

WASHINGTON, December 12, 1886.

MY LORD: I have the honor to acknowledge the receipt of your excellency's dispatch No. 82, of the 9th instant inclosing for my information copy of a dispatch and of its inclosures addressed by your excellency to the secretary of state for the colonies, dealing with the seizure of the Canadian schooners *Carolina*, *Onward*, and *Thornton* by the United States revenue-cutter *Corwin* while fishing for seals in Behring Sea.

I have, etc.,

L. S. SACKVILLE WEST.

His Excellency the MARQUIS OF LANSDOWNE, G. C. M. G.

No. 121.

*Mr. Stanhope to the Marquis of Lansdowne.*DOWNING STREET, *December 16, 1886.*

MY LORD: With reference to my telegram of the 1st instant, respecting the seizure of Canadian sealing schooners in Behring Sea, I have the honor to transmit to you for communication to your Government copies of the letters noted in the margin, with their inclosures, which have been received from the foreign office.

It will be seen that the United States Government are awaiting an authentic report of the proceedings in question before replying to the representations made to them by Her Majesty's minister at Washington.

I have, etc.,

EDWARD STANHOPE.

Gov. Gen. the Most Hon. the MARQUIS OF LANSDOWNE, G. C. M. G.

[Inclosure 1.]

*The Foreign Office to the Colonial Office.*FOREIGN OFFICE, *November 16, 1886.*

SIR: With reference to the letter from this office of the 9th instant, I am directed by the secretary of state for foreign affairs to transmit to you, to be laid before Mr. Secretary Stanhope, copies of dispatches, as marked in the margin, from Her Majesty's minister at Washington, relating to the seizure of sealing schooners in Behring Sea.

I am, etc.,

T. V. LISTER.

THE UNDER SECRETARY OF STATE,
Colonial Office.

[Inclosure 2.]

*Sir L. West to the Earl of Iddesleigh.*WASHINGTON, *October 21, 1886.*

MY LORD: Upon the receipt of your lordship's dispatch No. 181, of the 9th ultimo, I immediately addressed a note to the secretary of state, in accordance with the instructions therein contained, and copy of which is herewith inclosed, requesting to be furnished with any particulars which the United States Government may possess relative to the seizure of certain British Columbian seal schooners by the United States revenue cruiser *Corwin*, but to which I have received no reply.

Upon the receipt of your lordship's telegram No. 15, of yesterday's date, I addressed the note, copy of which is likewise inclosed, protesting in the name of Her Majesty's Government against the said seizures, and reserving rights to compensation.

I have, etc.,

L. S. SACKVILLE WEST.

[Inclosure 3.]

Sir L. West to Mr. Bayard.

WASHINGTON, September 27, 1886.

SIR: I have the honor to inform you that Her Majesty's Government have received a telegram from the commander-in-chief of Her Majesty's naval forces on the Pacific Station respecting the alleged seizure of three British Columbian seal schooners by the United States revenue cruiser *Corwin*, and I am, in consequence, instructed to request to be furnished with any particulars which the United States Government may possess relative to this occurrence.

I have, etc.,

L. S. SACKVILLE WEST.

[Inclosure 4.]

Sir L. West to Mr. Bayard.

WASHINGTON, October 21, 1886.

SIR: With reference to my note of the 27th ultimo, requesting to be furnished with any particulars which the United States Government may possess relative to the seizure in the North Pacific waters of three British Columbian seal schooners by the United States revenue cruiser *Corwin*, and to which I am without reply, I have the honor to inform you that I am now instructed by the Earl of Iddesleigh, Her Majesty's principal secretary of state for foreign affairs, to protest in the name of Her Majesty's Government against such seizure, and to reserve all rights to compensation.

I have, etc.,

L. S. SACKVILLE WEST.

[Inclosure 5.]

Sir L. West to the Earl of Iddesleigh.

WASHINGTON, October 21, 1886.

MY LORD: With reference to your lordship's telegram No. 16, of this day's date, I have the honor to inform your lordship that no answer has as yet been returned to the communication which, in obedience to the instructions contained in your lordship's dispatch No. 181, of the 9th ultimo, I addressed to the Secretary of State, asking to be furnished with any particulars which the United States Government may possess relative to the seizures of British vessels in Behring Sea, and that I have at present no knowledge of any appeal having been made against the decisions of the United States courts condemning the parties concerned. The above information was telegraphed to your lordship this day.

I have, etc.,

L. S. SACKVILLE WEST.

[Inclosure 6.]

The Foreign Office to the Colonial Office.

FOREIGN OFFICE, November 20, 1886.

SIR: I am directed by the Earl of Iddesleigh to request that you will state to Mr. Secretary Stanhope that the telegram from the governor-general of Canada, relating to the seizure of British schooners in Behring Sea, which accompanied your letter of the 14th instant, has been communicated to Her Majesty's minister at Washington.

I am now to transmit to you a telegram received from Sir L. West in reply, and I am to state that the dispatch numbered 250, to which he alludes, has not yet been received, and that a copy of it shall be communicated, for Mr. Stanhope's information, immediately on its arrival.

I am, etc.,

T. V. LISTER.

The UNDER SECRETARY OF STATE,
Colonial Office.

[Inclosure 7.]

Telegram from Sir L. West.

NOVEMBER 19, 1886.

Your lordship's telegram No. 20. See my dispatch No. 250. Secretary of State will reply to your lordship's No. 214 as soon as possible.

[Inclosure 8.]

The Foreign Office to the Colonial Office.

FOREIGN OFFICE, November 26, 1886.

SIR: With reference to the letter from this office of the 20th instant, I am directed by the secretary of state for foreign affairs to transmit to you, to be laid before Mr. Secretary Stanhope, copies of two dispatches, as marked in the margin, from Her Majesty's minister at Washington, relating to the seizure of fishing vessels in Alaskan waters.

I am, etc.,

T. V. LISTER.

The UNDER SECRETARY OF STATE,
Colonial Office.

[Inclosure 9.]

Sir L. West to the Earl of Iddesleigh.

WASHINGTON, November 12, 1886.

MY LORD: I have the honor to acknowledge the receipt of your lordship's dispatch No. 214, of the 30th ultimo, relative to the seizure of the schooners *Carolina*, *Onward*, and *Thornton*, in the waters of the Northern Pacific Ocean, adjacent to Vancouver Island, Queen Charlotte Islands, and Alaska, and which formed the subject of my note to the Secretary of State of the 27th September last, to which no reply has been received.

At an interview which I had this day with Mr. Bayard I alluded to my note, asking for any particulars which the United States Government might possess respecting the seizures in question, and he immediately said that he must apologize for not having replied to it, but he had, he said, as yet received no report of the procedure of the courts in the matter, and had, for this reason, delayed his answer.

I then said that I was instructed to make him acquainted with the information with which Her Majesty's Government had been furnished respecting this matter, and that I had received a dispatch to this effect from your lordship, the substance of which I proceeded to give him. He remarked that he was not in possession of the information contained in your lordship's dispatch, owing, he presumed, to the communication with England by Vancouver Island being quicker than that with Washington by Portland (Oregon).

In fact, he said the Territory was not properly organized. He had not, moreover, reached the exact nature of the rights ceded by Russia to the United States, but it seemed clear that Russia, previous to the cession, contended that Behring Sea was a *mer ferme*; whereupon I remarked, "and against which contention the United States protested." "Yes," he replied, "at that time."

Mr. Bayard's manner was most conciliatory, but he evidently wished to avoid further discussion on the contents of your lordship's dispatch, of which he asked me for a copy, which I placed in his hands.

I have, etc.,

L. S. SACKVILLE WEST.

The EARL OF IDDLESLEIGH, G. C. B.

[Inclosure 10.]

Sir L. West to the Earl of Iddesleigh.

WASHINGTON, November 14, 1886.

MY LORD: With reference to my dispatch No. 234, of the 21st ultimo, I have the honor to inclose to your lordship herewith copy of a note which I have received from the Secretary of State explaining and apologizing for the delay which has occurred in replying to my note of 27th September last, asking for information respecting the seizure by the United States revenue-cutter *Corwin*, in the Behring Sea, of British vessels, and noting the protest on the part of Her Majesty's Government against such seizures contained in my note of 21st ultimo, copy of which was inclosed in my above-mentioned dispatch.

I have, etc.,

L. S. WEST.

The EARL OF IDDESLEIGH, etc.

[Inclosure 11.]

Mr. Bayard to Sir L. West.

DEPARTMENT OF STATE.

SIR: The delay in my reply to your letters of September 21 and October 21 asking for information in my possession concerning the seizure by the United States revenue-cutter *Corwin*, in the Behring Sea, of British vessels, for an alleged violation of the laws of the United States in relation to the Alaska seal fisheries, has been caused by my waiting to receive from the Treasury Department the information you desired. I tender the fact in apology for the delay and as the reason for my silence, and repeating what I said verbally to you in our conversation this morning, I am still awaiting full and authentic reports of the judicial trial and judgment in the cases of the seizures referred to.

My application to my colleague, the Attorney-General, to procure an authentic report of these proceedings, was promptly made, and the delay in furnishing the report doubtless has arisen from the remoteness of the place of trial.

So soon as I am able I will convey to you the facts as ascertained in the trial and the rulings of law as applied by the court.

I take leave also to acknowledge your communication of the 21st of October, informing me that you had been instructed by the Earl of Iddesleigh, Her Majesty's principal secretary of state for foreign affairs, to protest against the seizure of the vessels above referred to and to reserve all rights of compensation, all of which shall receive respectful consideration.

I have, etc.,

T. F. BAYARD.

Sir L. WEST, ETC.

[Inclosure 12.]

The Foreign Office to the Colonial Office.

FOREIGN OFFICE, November 29, 1886.

SIR: With reference to my letter of the 26th inst., I am directed by the secretary of state for foreign affairs to transmit to you, to be laid before Mr. Secretary Stanhope, copy of a dispatch as marked in the margin in regard to the seizure of sealing schooners in Behring Sea.

I am, etc.,

T. V. LISTER.

The UNDER SECRETARY OF STATE,
Colonial Office.

[Inclosure 13.]

Sir L. S. West to the Earl of Iddesleigh.

WASHINGTON, November 19, 1886.

MY LORD: Upon the receipt of your lordship's telegram No. 10 of yesterday's date, I sought an interview with the Secretary of State and asked him whether he had received the official report of the proceedings of the court at Sitka (Alaska) against the

British vessels seized in Behring Sea. Mr. Bayard replied in the negative and said that he had been urging the Attorney-General in the matter since he last saw me.

It would be, he continued, a complicated question of jurisdiction, for he had been told that many of the seal skins found on board British vessels were skins of seals which had not been shot, but clubbed, which proved that a landing had been effected.

He said that he would reply to your lordship's dispatch, which I had communicated to him, as soon as possible.

I have, etc.,

The EARL OF IDDESLEIGH, etc.

L. SACKVILLE WEST.

No. 122.

Colonial Office to Lord Lansdowne.

DOWNING STREET, *January 14, 1887.*

MY LORD: I am directed by the secretary of state to transmit to you, for the information of your Government, the document specified in the annexed schedule.

I have, etc.,

ROBERT G. W. HERBERT.

The officer administering the Government of Canada.

[Inclosure.]

Foreign Office to Colonial Office.

FOREIGN OFFICE, *January 23, 1887.*

SIR: I am directed by the secretary of state for foreign affairs to request that you will inform the secretary of state for the colonies that Her Majesty's minister at Washington has reported that the United States ship *Thetis* has been ordered to join the Pacific squadron, and will be employed in the waters of Alaska.

I am, etc.,

P. W. CURRIE.

The UNDER SECRETARY OF STATE,
Colonial Office.

No. 123.

Lord Lansdowne to Mr. Stanhope.

OTTAWA, *January 15, 1887.*

SIR: With reference to previous correspondence respecting the seizure of Canadian sealing schooners in Behring Sea, I have the honor to transmit to you, in order that reparation may be sought from the United States Government, a copy of an approved report of a committee of the privy council of Canada, submitting papers containing full statements of claims for damage sustained, and compensation demanded by the owners, masters, and mates of the schooners *Onward*, *Thornton*, and *Carolina*.

I have, etc.,

LANDSDOWNE.

Right Hon. EDWARD STANHOPE, etc.

[Inclosure 1.]

Certified copy of a report of a committee of the honorable the privy council for Canada, approved by his excellency the governor-general in council on the 3rd January, 1887.

On a report, dated 27th December, 1886, from the minister of marine and fisheries, submitting papers containing full statements of claims for damage sustained, and compensation demanded by the owners, masters, and mates of the sealing schooners *Onward*, *Thornton*, and *Carolina*, which vessels were seized by the United States revenue-cutter *Corwin*, in Behring Sea, in August, 1886, and concerning which full representations have been made to Her Majesty's Government in dispatches bearing date respectively the 23d and 24th of September, and the 29th of November, 1886, and recommending that copies of the same be transmitted to the right hon. the principal secretary of state for the colonies, in order that reparation may be sought from the United States Government for all damages and loss to British subjects consequent upon the illegal action of the United States officers in the cases referred to.

The committee, concurring in the above, advise that your excellency be moved to transmit copies of the papers accordingly.

All which is respectfully submitted for your excellency's approval.

JOHN J. MCGEE,
Clerk Privy Council, Canada.

[Inclosure 2.]

STATEMENT OF CLAIMS OF OWNERS AND OFFICERS OF SCHOONERS ONWARD, CAROLINA, THORNTON, AND FAVORITE.

I.

The claim of Daniel Munro, master of the British schooner Onward.

I claim against the Government of the United States, or whom it may concern, the sum of eight thousand dollars (\$8,000.00) for loss of wages, layout, damages, and indemnity for illegal seizure of the schooner *Onward*, by the commander of the United States steamer *Corwin*, in the Behrings Sea, on the first August, 1886 (or thereabouts) and for detention and subsequent wrongful imprisonment in gaol at Sitka.

DANIEL MUNRO,
By EDGAR CROW BAKER,
His Attorney in fact.

VICTORIA, B. C., 20th October, 1886.

II.

The claim of Hans Guttormsen, master of the British schooner Thornton.

I claim against the Government of the United States, or whom it may concern, the sum of eight thousand dollars (\$8,000.00) for loss of wages, layout, damages, and indemnity for illegal seizure of the schooner *Thornton*, by the commander of the United States steamer *Corwin*, in the Behrings Sea, on the 1st August, 1886, and for detention and subsequent wrongful imprisonment in gaol at Sitka.

HANS GUTTORMSEN,
By EDGAR CROW BAKER,
His Attorney in fact.

VICTORIA, B. C., 20th October, 1886.

III.

British Columbia, to wit: Damages claimed by the owner of schooner Carolina in respect of her seizure by the United States S. S. Corwin, while fishing in Behrings Sea.

I, William Munsie, of Victoria, B. C., owner of the British schooner *Carolina*, do solemnly and sincerely declare:

(1) That the value of the said vessel at the time of her seizure by the United States S. S. *Corwin* was \$4,000, and the cost of her outfit when she left Victoria for the Behrings Sea was \$3,000.

(2) That she carried a crew of eleven men, and the estimated wages due to the master and men for four months from the 15th day of May, 1886, to the time of the return of the said men to Victoria is \$4,500.

(3) That at the time of her capture by the *Corwin* she had 686 seal skins, which were worth, at \$7 each, \$4,802.

(4) That the probable catch for the season, estimated on the number of skins taken by the schooner *Mary Ellen*, which was 3,554 skins, and by the number of skins taken when the said schooner was captured, would be 3,000 skins, the value of which would be \$21,000.

(5) That the loss sustained by me in consequence of the detention of the said schooner, and my being unable to employ her in ordinary work after the sealing season is over, is \$450 a month, which sum I claim until the vessel is returned to me in good order and condition.

(6) That I have also paid and incurred liabilities connected with the arrest of the said vessel and in defence of the master and crew, for legal and other expenses, \$1,000.

And I make this solemn declaration, conscientiously believing the same to be true, by virtue of the act passed in the 37th year of Her Majesty's reign, intituled "An act for the suppression of voluntary and extra-judicial oaths."

WILLIAM MUNSIE.

Taken and declared before me, this 20th October, 1886.

M. W. TYRWHITT DRAKE,
Notary Public, Victoria, B. C.

IV.

British Columbia, to wit: Damages claimed by the owner of the schooners Onward and Favorite, in respect of their seizure by the United States S. S. Corwin, while fishing in Behrings Sea.

I, Charles Spring, of Victoria, B. C., owner of the British schooners *Onward* and *Favorite*, do solemnly and sincerely declare:

(1) That the value of the said vessel *Onward* at the time of her seizure by the United States S. S. *Corwin* was \$4,000, and the cost of her outfit when she left Victoria for the Behrings Sea was \$1,000.

(2) That she carried a crew of 20 men, and the estimated wages due to the master and men for four months from the 12th day of June to the time of their return to Victoria is \$7,500.

(3) That at the time of her capture by the *Corwin* she had 400 seal skins, which were worth \$2,800.

(4) The probable catch for the season, estimated on the number of skins taken by the schooners and by the number of skins taken when the said schooner was captured, would be 3,000 skins, the value of which, at \$7 skin, would be \$21,000.

(5) That the loss sustained by me, in consequence of the detention of the said schooner, and my being unable to employ her in ordinary work after the sealing season is over, is \$500 a month, which sum I claim until the vessel is returned to me in good order and condition.

(6) That I have also paid and incurred liabilities, connected with the arrest of the said vessel and in defence of the master and crew, for legal and other expenses, \$1,000; and I also claim \$3,000 damages because the officer in command of the United States S. S. *Corwin*, as she passed the *Favorite*, ordered her to cease sealing, which she did, and thereby lost her season.

And I make this solemn declaration, conscientiously believing the same to be true, by virtue of an act passed in the 37th year of Her Majesty's reign, intituled: "An act for the suppression of voluntary and extra-judicial oaths."

C. SPRING.

Taken and declared before me, this 18th October, 1886.

M. W. TYRWHITT DRAKE,
Notary Public, Victoria, B. C.

V.

British Columbia, to wit: Damages claimed by the owner of the steam vessel Thornton, for illegal seizure by the United States S. S. Corwin, while fishing in Behrings Sea.

I, James Douglas Warren, of Victoria, B. C., owner of the British steam vessel *Thornton*, do solemnly and sincerely declare:

(1) That the value of the said vessel at the time of her seizure by the United States S. S. *Corwin* was \$6,000, and the cost of her outfit when she left Victoria for the Behrings Sea was \$4,000.

(2) That she carried a crew of fifteen men, and the estimated wages due to the master and men for four months from the 26th day of May to the 1st day of October, the date of their return to Victoria, which I have to pay, is \$5,100.

(3) That at the time of her capture by the *Corwin* she had 403 seal skins, which, at \$7 each, were worth \$2,821.

(4) That the probable catch for the season, estimated on the number of skins taken by the schooner *Mary Ellen*, and by the number of skins taken when the said vessel was captured, would be 3,000, of the value of \$21,000.

(5) That the loss sustained by me in consequence of the detention of the said vessel, and by being unable to employ her in ordinary work after the sealing season is over, is \$500 a month, which sum I claim until the vessel is returned to me in good order and condition.

(6) That I have also paid and incurred liabilities connected with the arrest of the said vessel and in defence of the master and crew, for legal and other expenses, \$1,000.

And I make this solemn declaration, conscientiously believing the same to be true, by virtue of the act passed in the 37th year of Her Majesty's reign, intituled "An act for the suppression of voluntary and extra judicial oaths."

J. D. WARREN.

Taken and declared at Victoria this 19th day of October, 1886, before me.

M. W. TYRWHITT DRAKE,
Notary Public.

VI.

VICTORIA, B. C.

I, James Blake, mate of the schooner *Carolina*, claim \$5,000 as damages for my illegal arrest and imprisonment on board the *Corwin* and in gaol at Sitka from 1st of August to 16th September, 1886.

JAMES BLAKE.

Witness:

M. W. TYRWHITT DRAKE.

VII.

VICTORIA, B. C.

I, John Margotich, mate of the schooner *Onward*, claim \$5,000 as damages for my illegal arrest and imprisonment on board the United States vessel *Corwin*, and in gaol at Sitka from the 23rd August, 1886, to 29th September, in the same year.

JOHN MARGOTICH,
By C. SPRING,
His Attorney.

Witness:

M. W. TYRWHITT DRAKE.

VIII.

VICTORIA, B. C., 19th October, 1886.

I, Harry Norman, mate of the steamer *Thornton*, claim as compensation for my illegal arrest and imprisonment on board the United States steamship *Corwin*, and in gaol at Sitka, the sum of \$5,000.

HARRY NORMAN,
By J. D. WARREN,
His Attorney.

Witness:

M. W. TYRWHITT DRAKE,
Victoria, B. C.

IX.

VICTORIA, B. C., 19th October, 1886.

I, James Ogilvie, master of the schooner *Carolina*, claim as compensation for my arrest and imprisonment on board the United States steamship *Corwin*, and in gaol at Sitka, the sum of \$5,000.

JAMES OGILVIE,
By A. J. BECHTIE,
His Attorney.

Witness:

M. W. TYRWHITT DRAKE.

X.

Abstract of damages.

Damages as per declaration.	Schooner Onward.	Steam-ship Thornton.	Schooner Carolina.	Schooner Favorite.
Value of vessel and outfit	\$5,000	\$10,000	\$7,000	.....
Wages of crew	7,500	5,100	4,500	.....
Value of sealskins on board	2,800	2,821	4,802	.....
Value of probable catch	21,000	21,000	21,000	.....
Loss sustained by detention. (Paragraph 5) .....				.....
Legal and other expenses	1,000	1,000	1,000	.....
Loss sustained by order to cease sealing				\$3,000

For illegal arrest and imprisonment.

Daniel Munroe, master of <i>Onward</i> , for indemnity for illegal seizure, loss, etc.	\$8,000
John Margotich, mate of <i>Onward</i>	5,000
Harry Norman, mate of <i>Thornton</i>	5,000
James Ogilvie, master of <i>Carolina</i>	5,000
James Black, mate of <i>Carolina</i>	5,000
Hans Guttormsen, master of <i>Thornton</i>	8,000

No. 124.

*Sir H. Holland to the Marquis of Lansdowne.*DOWNING STREET, *January 19, 1887.*

MY LORD: With reference to previous correspondence respecting the seizure by the United States authorities of Canadian sealing schooners in Behring Sea, I have the honor to transmit to you, for the information of your Government, copies of two letters, with their inclosures, from the foreign office, on the subject.

I have, etc.,

H. T. HOLLAND.

Gov. Gen., the Most Hon. the MARQUIS OF LANSDOWNE, G. C. M. G.,
etc.

[Inclosure 1.]

*The foreign office to the colonial office.*FOREIGN OFFICE, *December 6, 1886.*

SIR: I laid before the Earl of Iddesleigh your letter of the 30th ultimo, inclosing the telegram from the Governor-General of Canada inquiring whether vessels which are now equipping in British Columbia for the fisheries in Behring Sea will be exposed to seizure by United States cruisers.

I am directed by his lordship to request that you will lay before Mr. Secretary Stanhope the inclosed copy of telegraphic instructions which have been addressed to Her Majesty's minister at Washington, directing him to endeavor to obtain from the United States Government an assurance that, pending a settlement of the question of international law which has arisen, no more seizures will be made beyond the territorial waters of Alaska.

Mr. Stanhope will observe that Sir L. West is desired to communicate to the Marquis of Lansdowne the result of his application to the United States Government.

I am, etc.,

P. W. CURRIE.

The UNDER SECRETARY OF STATE,
Colonial Office.

[Inclosure 2.]

*Telegram to Sir L. West, No. 23.*FOREIGN OFFICE, *December 6, 1886, 3.30 p.m.*

Vessels equipping in British Columbia for Behring Sea fisheries, Canadian Government inquire whether exposed to seizure.

Seek assurance that pending settlement of question no seizure of British vessels will be made beyond the territorial waters of Alaska.

Communicate result to Governor-General of Canada,

IDDESLEIGH.

[Inclosure 3.]

*The foreign office to the colonial office.*FOREIGN OFFICE, *December 28, 1886.*

SIR: With reference to your letter of the 14th instant, and to previous correspondence, I am directed by the secretary of state for foreign affairs to transmit to you, to be laid before Mr. Secretary Stanhope, a copy of a dispatch from Her Majesty's minister at Washington, on the subject of the Behring Sea fisheries.

I am, etc.,

P. W. CURRIE.

The UNDER SECRETARY OF STATE,
Colonial Office.

[Inclosure 4.]

*Sir L. West to the Earl of Idedesleigh.*WASHINGTON, *December 10, 1886.*

MY LORD: I have the honor to acknowledge the receipt of your lordship's telegram No. 28, of the 6th instant, and to inclose to you herewith copy of a note which I addressed to the Secretary of State in the sense of it.

This morning I had an interview with Mr. Bayard, and spoke to him on the subject of my note. He said that he was still waiting for the report of the Attorney-General, but that it would, of course, not influence the views of Her Majesty's Government, nor indeed those of his Department, as to the nature of the jurisdiction over Behring Sea, ceded by Russia to the United States in 1867, which, he said, was a complicated question, but one which would be met in all fairness by the United States Government. He continued to explain to me that the value of Alaska consisted in the seal fisheries; that the seals frequented chiefly the islands of St. Paul and St. George, where the great catch was made, and that these islands, although situated (as he stated) more than 200 miles from the mainland, were, he conceived, comprised in the jurisdiction ceded by Russia; but he did not wish to pronounce upon this point at present. He would observe, however, that the value of the seal "rookeries" on these islands would be destroyed if it was opened to all vessels to kill seals outside the 3-mile limit, for no seals would ever reach them. I did not discuss this question with Mr. Bayard, and merely reminded him that I hoped that he would answer the communication I had made to him, and which was the object of my visit.

I have, etc.,

L. S. SACKVILLE WEST.

The EARL OF IDDESLEIGH, etc.

[Inclosure 5.]

*Sir L. West to Mr. T. F. Bayard.*WASHINGTON, *December 7, 1886.*

SIR: Referring to your note of the 12th ultimo, on the subject of the seizure of British vessels in the Behring Sea, and promising to convey to me, as soon as possible, the facts as ascertained in the trial and rulings of law, as applied by the court,

I have the honor to state that vessels are now, as usual, equipping in British Columbia for fishing in that sea. The Canadian Government, therefore, in the absence of information, are desirous of ascertaining whether such vessels fishing in the open seas and beyond the territorial waters of Alaska would be exposed to seizure, and Her Majesty's Government, at the same time, would be glad if some assurance could be given that, pending the settlement of the question, no such seizures of British vessels will be made in Behring Sea.

I have, etc.,

The Hon. T. F. BAYARD, etc.

L. S. SACKVILLE WEST.

No. 125.

Sir H. Holland to the Marquis of Lansdowne.

DOWNING STREET, *January 19, 1887.*

MY LORD: With reference to your dispatch No. 281, of the 27th of November last, and to previous correspondence respecting the seizure of certain Canadian schooners engaged in the seal fishery in Behring Sea, I have the honor to transmit to you, for the information of your lordship's Government, a copy of a letter from the foreign office, with its inclosures, on the subject.

I have, etc.,

H. T. HOLLAND.

Gov. Gen. the Most Hon. the MARQUIS OF LANSDOWNE, etc.

[Inclosure 1.]

Foreign office to colonial office.

FOREIGN OFFICE, *January 10, 1887.*

SIR: With reference to your letter of the 4th instant, I am directed by the Earl of Iddesleigh to transmit to you, to be laid before Mr. Secretary Stanhope, copies of the dispatches noted in the margin, which have been addressed to Her Majesty's minister at Washington, relative to the seizure of the three British sealing schooners in Behring Sea by the United States cruiser *Corwin*.

I am, etc.,

P. W. CURRIE.

The UNDER SECRETARY OF STATE,
Colonial Office.

[Inclosure 2.]

The Earl of Iddesleigh to Sir L. West.

FOREIGN OFFICE, *January 8, 1887.*

SIR: Referring to previous correspondence in regard to the case of the three Canadian schooners engaged in the seal fishery in Behring Sea, I transmit to you herewith a copy of a letter from the colonial office, explaining the views of the Dominion Government in the matter.

Nearly four months have now elapsed since my dispatch No. 181, of the 9th of September last, was addressed to you, in which you were directed to invite the Government of the United States to furnish you with any particulars they might possess relative to the occurrence, and further instructions were sent to you in my subsequent dispatches, Nos. 208, 209, 214, and 232, of the 20th, 21st, and 30th of October, and 18th of November, but up to the present date no reply has been received from that Government as to the alleged proceedings of their officials.

I have now to instruct you to express to Mr. Bayard the concern of Her Majesty's Government at receiving no reply to the serious representations which they have felt compelled to make on the information which has reached them respecting the proceedings of the United States cruiser *Corwin* in seizing British sealing schooners on the high seas, and to urge with all the force which the gravity of the case requires the immediate attention of the United States Government to the action of the American authorities in their treatment of these vessels, and of their masters and crews.

I am, etc.,

IDDESLEIGH.

The Hon. Sir L. WEST.

[Inclosure 3.]

Copy of telegram No. 1—Earl of Idlesleigh to Sir L. West.

FOREIGN OFFICE, January 8, 1887—6.05 p. m.

Your dispatch No. 254.

Further papers go by mail of 8th.

Express to Secretary of State concern of Her Majesty's Government at receiving no reply to their grave representation respecting proceedings of United States cruiser in seizing British vessels on the high seas.

Urge his immediate attention to this matter with all the force which the gravity of the case requires.

No. 126.

Sir L. West to Mr. Bayard, February 1, 1887.

(Omitted here, being printed *supra*, No. 8.)

No. 127.

Sir L. West to Mr. Bayard, February 4, 1887.

(Omitted here, being printed *supra*, No. 10.)

No. 128.

Sir L. West to Lord Lansdowne.

Re ALASKA SEIZURES.

FEBRUARY 4, 1887.

TO GOVERNOR-GENERAL,

Ottawa :

Secretary of State has informed me that orders have been given that all pending proceedings are to be discontinued, vessels seized discharged, and all persons who have been arrested in connection therewith released. He adds that the conclusion of any questions involved is reserved until the papers relative to the question have arrived.

S. Ex. 3—46

WEST.

No. 129.

*Sir L. West to the Marquis of Lansdowne.*WASHINGTON, *February 4, 1887.*

My LORD: With reference to my telegram of this day's date respecting the seizure of British vessels in Behring Sea, I have the honor to inclose to your excellency herewith copy of the note which I received from the Secretary of State, the substance of which was therein embodied.

I have, etc.,

L. S. SACKVILLE WEST.

The Marquis of LANDSDOWNE, G. C. M. G., etc

 [Inclosure.]
Mr. Bayard to Sir L. West, February 3, 1887.(Omitted here, being printed *supra*, No. 9.)

 No. 130.
*Sir H. Holland to the Marquis of Lansdowne.*DOWNING STREET, *February 5, 1887.*

MY LORD: With reference to my secret dispatch of the 19th ultimo and to previous correspondence respecting the seizure of Canadian sealing schooners in Behring Sea, I have the honor to transmit to you, for communication to your ministers, copies of two letters, with their inclosures, from the foreign office, on the subject.

I have, etc.,

H. T. HOLLAND.

Gov. Gen., the most Hon. the Marquis of LANDSDOWNE,
G. C. M. G., etc.

 [Inclosure 1.]
*Foreign Office to Colonial Office.*FOREIGN OFFICE, *January 27, 1887.*

SIR: With reference to previous correspondence, I am directed by the secretary of state for foreign affairs to transmit to you to be laid before Secretary Sir Henry Holland, a copy of a dispatch from Her Majesty's minister at Washington, on the subject of the seizure of British sealing vessels in Behring Sea.

I am, etc.,

P. W. CURRIE.

The UNDER-SECRETARY OF STATE,
Colonial Office.

[Inclosure 2.]

Sir L. West to the Foreign Office.

WASHINGTON, January 13, 1887.

MY LORD: With reference to my dispatch No. 7, of the 7th instant, I have the honor to inclose to your lordship herewith copy of a note which I have received from the Secretary of State, in answer to my communication, expressing the concern of Her Majesty's Government at receiving no reply to their representations respecting the seizure of British vessels in Behring Sea.

I have, etc.,

L. S. SACKVILLE WEST.

The SECRETARY OF STATE,
Foreign Affairs.

[Inclosure 3.]

Mr. Bayard to Sir L. S. West, January 12, 1887.(Omitted here, being printed *supra*, No. 7.)

[Inclosure 4.]

Foreign Office to Colonial Office.

FOREIGN OFFICE, January 29, 1887.

SIR: With reference to previous correspondence, I am directed by the secretary of state for foreign affairs to transmit to you, to be laid before Secretary Sir Henry Holland, a copy of a dispatch as marked in the margin from Her Majesty's minister at Washington, on the subject of his representations to the United States Government with regard to the seizure of British vessels in Behring Sea.

I am, etc.,

P. W. CURRIE.

The UNDER-SECRETARY OF STATE,
Colonial Office.

[Inclosure 5.]

Sir L. West to the Earl of Iddesleigh.

WASHINGTON, January 10, 1887.

MY LORD: I have the honor to acknowledge the receipt of your lordship's telegram, No. 1, of the 8th instant, and to inclose to your lordship herewith copy of a note which I immediately addressed to the Secretary of State, referring to my notes of the 27th September, 21st October, and 7th December last, and to your lordship's dispatch, No. 214, of the 30th October, copy of which, as reported in my dispatch No. 250, of the 12th November, I placed in his hands, and expressing the sense in which Her Majesty's Government viewed his silence with regard to the communications which had been made to him respecting the seizure of British vessels in Behring Sea.

I have, etc.,

L. S. SACKVILLE WEST.

[Inclosure 6.]

Sir L. West to Mr. Bayard, January 9, 1887.(Omitted here, being printed *supra*, No. 6.)

No. 131.

Lord Lansdowne to Sir H. Holland.

MARCH 31, 1887.

Vessels now being fitted out for this year's trip to Behring Sea. Owners inquire whether, when not near land, they may depend upon being unmolested by United States cruisers.

Please reply by cable.

LANSDOWNE.

No. 132.

Sir H. T. Holland to Lord Lansdowne.

DOWNING STREET, April 23, 1887.

MY LORD: With reference to previous correspondence, I have the honor to transmit to you for communication to your ministers copy of a letter from the foreign office, inclosing copies of two dispatches from Her Majesty's minister at Washington on the subject of the Alaska fisheries question.

I have, etc.,

H. T. HOLLAND.

Gov. Gen. the Most Hon. the MARQUIS OF LANSDOWNE,
G. C. M. G., etc.

[Inclosure 1.]

From foreign office to colonial office.

FOREIGN OFFICE, April 13, 1887.

SIR: With reference to your letter of the 2d instant, I am directed by the secretary of state for foreign affairs to transmit to you, to be laid before Secretary Sir Henry Holland, copies of two dispatches, as marked in the margin, on the subject of the Alaska fisheries question.

I am, etc.,

J. PAUNCEFOTE.

The UNDER SECRETARY OF STATE,
Colonial Office.

[Inclosure 2.]

Sir L. West to the Marquis of Salisbury.

WASHINGTON, April 2, 1887.

MY LORD: I have the honor to inform your lordship that the commander of the United States revenue-cutter *Gallatin* has been cited to appear before the admiralty court in the Boston district to answer to the allegation that in June last, while in command of the United States steamer *Corwin*, he took by force from the American schooner *Sierra* her arms and ammunition, at a point in the open sea 30 miles north of Oonalaska, while she was navigating the waters of the North Pacific Ocean on a hunting and fishing expedition, thus breaking up her voyage to the damage of the plaintiffs of \$22,500.

I have instructed Her Majesty's consul at Boston to watch this case and report the decision of the court.

I have, etc.,

L. WEST.

The MARQUIS OF SALISBURY, K. G., etc.

[Inclosure 3.]

*Sir L. West to the Marquis of Salisbury.*WASHINGTON, *March 29, 1887.*

MY LORD: I have the honor to report to your lordship that the United States steam-ship *Thetis* has sailed from New York and will proceed round Cape Horn and up the west coast to Alaska. It is reported that the Secretary of the Treasury has received a letter from the Alaska Commercial Company complaining that private parties are taking seals in the waters about Alaska, and asking for more revenue-cutters to be sent for their protection. The company further ask that the United States Government should prohibit all killing of seals within the eastern half of Behring Sea, or from a point beginning at Behring Straits and passing from the northwest end of St. Lawrence Island in a southwesterly direction to the island of Alton, at the extreme westerly point of the Aleutian Archipelago.

I have, etc.,

L. S. S. WEST.

The MARQUIS OF SALISBURY, K. G., etc.

No. 133.

Sir H. T. Holland to Lord Lansdowne.

No. 115.]

DOWNING STREET, *May 12, 1887.*

MY LORD: I have the honor to transmit to you for communication to your ministers, with reference to previous correspondence, a copy of a letter from the foreign office, inclosing a copy of a dispatch from Her Majesty's minister at Washington respecting the seizure of British vessels engaged in seal fishing in Behring Sea last autumn.

I have, etc.,

H. T. HOLLAND.

Gov. Gen. the Most Hon. the MARQUIS OF LANSDOWNE,
G. C. M. G.

[Inclosure 1.]

*The foreign office to the colonial office.*FOREIGN OFFICE, *May 5, 1887.*

SIR: With reference to the letter from this office of the 15th ultimo, I am directed by the Marquis of Salisbury to transmit to you, to be laid before Secretary Sir Henry Holland, a copy of a dispatch, No. 97, dated 13th April, 1887, with its inclosures, from Her Majesty's minister at Washington, relative to the question of the seizure last autumn in Behring Sea of three British schooners engaged in seal fishing.

Copies of the laws of the United States relating to Alaska, to which reference is made in Mr. Bayard's note of the 12th ultimo to Sir L. West, are also inclosed.

I am, etc.,

P. W. CURRIE.

The UNDER SECRETARY OF STATE,
Colonial Office.

[Inclosure 2.]

*Sir L. S. West to the Marquis of Salisbury.*WASHINGTON, *April 13, 1887.*

MY LORD: With reference to your lordship's telegram No. 7 of 2nd instant, I have the honor to inclose to your lordship herewith copy of a note which I addressed to the Secretary of State, as well as copy of reply thereto, stating that the records of the

judicial proceedings in cases of the British vessels seized in Behring Sea were received at the State Department on Saturday last, and are now under examination; and that the remoteness of the scene of the fur-seal fisheries has delayed the Treasury officials in framing appropriate regulations, and issuing orders to the United States police vessels, which information I had the honor to telegraph to your lordship this day.

I have, etc.,

L. S. WEST.

The MARQUIS OF SALISBURY, K. G., etc.

[Inclosure 3.]

Sir L. S. West to Mr. Bayard, April 4, 1887.

(Omitted here, being printed *supra*, No. 11.)

[Inclosure 4.]

Mr. Secretary Bayard to Sir L. West, April 12, 1887.

(Omitted here, being printed *supra*, No. 12.)

No. 134.

The governor-general to Sir H. Holland.

TORONTO, May 21, 1887.

SIR: With reference to previous correspondence on the subject of the seizure of Canadian sealing schooners in Behring Sea, I have the honor to forward herewith a copy of an approved minute of the privy council, concurring in a report of my minister of marine and fisheries, and recommending that the attention of Her Majesty's Government be called to the grave injustice done by the United States authorities to British subjects peaceably pursuing their lawful occupations on the high seas, to the delay which has taken place in inquiring into and redressing wrongs committed, to the severe, inhospitable, and unjustifiable treatment of the officers and crews of the vessels seized, and to the serious loss inflicted upon owners of the same, in order that full and speedy reparation may be made by the United States Government.

I have, etc.,

LANSDOWNE.

The Right Hon. Sir HENRY HOLLAND, &c.

[Inclosure 1.]

Certified copy of a report of a committee of the honorable the privy council, approved by his excellency the governor-general in council on the 16th May, 1887.

On a report, dated 9th May, 1887, from the minister of marine and fisheries, submitting the following *résumé* of facts with reference to the Canadian sealing schooners *Carolina*, *Onward*, and *Thornton*, seized by the United States revenue-cutter *Corwin* in Behrings Sea in the year 1886.

The above-named vessels fitted out at Victoria, British Columbia, for seal hunting in the waters of the Pacific Ocean adjacent to Queen Victoria Islands, Queen Charlotte Islands, and Alaska.

At the time of seizure (1st and 2nd August, 1886) they were at a distance of more than 60 miles from the nearest land. They were taken possession of by the United States cutter and towed to the port of Oonalaska, where they were detained.

The crews of the *Carolina* and *Thornton*, with the exception of the captain and one man detained at Oonalaska, were sent by steamer to San Francisco and there turned adrift, while the crew of the *Onward* was kept at Oonalaska.

At the time of the seizure the *Carolina* had on board 686 seal skins, the *Onward* 900, and the *Thornton* 404. These, as well as the schooners, are, so far as the minister is aware, still at Oonalaska in possession of the United States authorities.

The master and mate of the *Thornton* were brought for trial before Judge Dawson, in the United States district court, at Sitka, on the 30th August, 1886. The evidence given by the officers of the United States revenue-cutter went to show that this vessel was seized for the offense of taking seals in that portion of Behrings Sea ceded to the United States by Russia in 1867, being then at a distance of from 60 to 70 miles from St. George Island.

The judge charged the jury to the effect that if they believed the defendants to have been sealing in the Behring Sea east of the 193rd degree of longitude west, they should bring in a verdict of guilty and assess separate fines or imprisonment. The jury brought in a verdict of guilty.

The master of the *Thornton* was sentenced to 30 days' imprisonment and to pay a fine of \$500, and the mate to 30 days' imprisonment and a fine of \$300. The masters and mates of the *Onward* and *Carolina* were mulcted in similar penalties.

On the 23rd and 24th September, 1886, orders in council were approved by his excellency the governor-general, setting forth the above facts and representing the injustice to which Canadian citizens engaged in a peaceable and lawful occupation on the high seas had been subjected, in spite of admitted principles of international law, and in direct opposition to the United States contention of what constitutes common waters on the Atlantic coasts, and copies thereof were forwarded to Her Majesty's Government, with a request that immediate reparation be demanded from the United States Government.

On the 12th November, 1886, Mr. Bayard informed Sir L. West that he was awaiting full and authentic reports of the trial and judgment in the cases of these seizures before further discussing the matter.

On the 8th January, 1887, the Earl of Iddesleigh addressed Sir L. West, deprecating the delay which had taken place in securing these particulars, calling upon him to urge, with all the force which the gravity of the cases demanded, the immediate attention of the United States Government to the action of the American authorities in this treatment of these vessels, mates, and crews, and directing him to seek assurance that, pending a settlement of the question, no seizures of British vessels would be made beyond the territorial waters of Alaska.

On the 9th January, 1887, Sir L. West wrote to Mr. Bayard, reviewing the whole case, and urging immediate action. On the 12th of the same month Mr. Bayard replied, explaining the reasons of the delay, and stating that every possible dispatch had been made in order to procure the necessary papers.

On the 3rd February Mr. Bayard informed Sir L. West that the documents relative to those seizures left Sitka on the 26th January, and might be expected to reach him within a fortnight. In the mean time he informed the British minister that orders had been issued for the discontinuance of all pending proceedings, the discharge of the vessels and the release of all persons under arrest in connection with these seizures, and that the conclusion of any questions involved must be reserved until the papers relating thereto had arrived.

On the 4th February Sir L. West communicated the above information to his excellency the governor-general.

The minister further states that from information received from the owners of the seized vessels and from the collector of customs at Victoria, B. C., he learns that James Ogilvie, an old man and master of the *Carolina*, was arrested along with the masters and mates of the *Onward* and *Thornton*, and brought into court for trial, but that before sentence was pronounced he was suffered to wander away into the woods, where he died from want and exposure; that the other masters and mates, after remaining several months in prison, were released by order of the governor of Alaska and turned adrift, literally destitute, to find their way as best they could to their homes, 1,500 miles distant, and which could be reached only by a long and costly sea voyage; that the owners of the condemned vessels have received no intimation from the United States authorities of the release of their vessels or the restoration of the valuable cargoes of seal skins and equipments on board, and they have no information as to the condition in which their property is at the present time.

The owners are thus left in complete uncertainty as to when or where their prop-

erty is to be restored, and anticipate serious damage, if not total loss, to their vessels from the tremendous gales which during the past winter have swept the north Pacific coasts. They also state that, knowing well, as they do, the character of the Indians in that vicinity, and apprehending that no very vigilant watch has been kept over their property, they fear that every thing movable will have been carried away. If they are compelled to receive the vessels at Oonalaska, where they have been detained, it will necessitate the chartering of a steamer, with men and supplies, at great expense, and a round voyage of some three thousand miles in order to bring them to Victoria.

The consequent damage and loss to vessels and cargoes through detention, and the heavy cost which will be entailed in bringing them to the home port, the owners consider good ground for claiming consideration from the United States authorities when the question of reparation is being settled.

The committee, concurring in the foregoing report of the minister of marine and fisheries, advise that your excellency be moved to call the attention of Her Majesty's Government again to the grave injustice done by the United States authorities to British subjects peacefully pursuing their lawful occupation on the high seas, and to the great delay which has taken place in inquiring into and redressing the wrongs committed, to the severe, inhospitable, and unjustifiable treatment of the officers and crews of the vessels seized, and to the serious loss inflicted upon owners of the same, in order that full and speedy reparation may be made by the United States Government.

All which is respectfully submitted for your excellency's approval.

JOHN J. MCGEE,
Clerk Privy Council.

[Inclosure 2.]

Mr. Hamley to Mr. Tilton.

CUSTOM-HOUSE, *Victoria*, April 23, 1887.

SIR: In reply to your letter of the 15th instant I beg to state that none of the masters or mates of the vessels seized in Behring Sea, in August last, remain now in imprisonment. When the vessels were condemned the judge, Mr. Dawson, sentenced masters and mates to fines, which were never paid, and to different terms of imprisonment. Ogilvie, master of the *Carolina*, an old man, was arrested and brought into court, but before the sentence was pronounced he wandered away into the woods and died there. The others, after serving a time in prison, were released by an order of the governor, and turned loose, literally destitute, to find their way home in any way they could. The vessels themselves, *Carolina*, *Onward*, and *Thornton*, are now, as far as we know, in Oonalaska, but unless they have been properly taken care of, which in such a place seems scarcely probable, they must, during the winter months, have suffered greatly, even if they are still in existence. The skins taken from them are, we believe, stored in the Alaska Fur Company's warehouses at Oonalaska; the guns and ammunition were taken to Sitka, and are in the care of the United States marshal.

The chronometers and charts of two of the vessels were left in Oonalaska with the vessels. The chronometer of the other, with one or two boats, was taken, we were told, as evidence to Sitka.

No notice whatever respecting the release of the vessels or the delivery of their equipments or of the skins has been received by the owners. No word of any description has been conveyed to them by the United States authorities.

I have the honor to be, sir, your obedient servant,

W. HAMLEY.

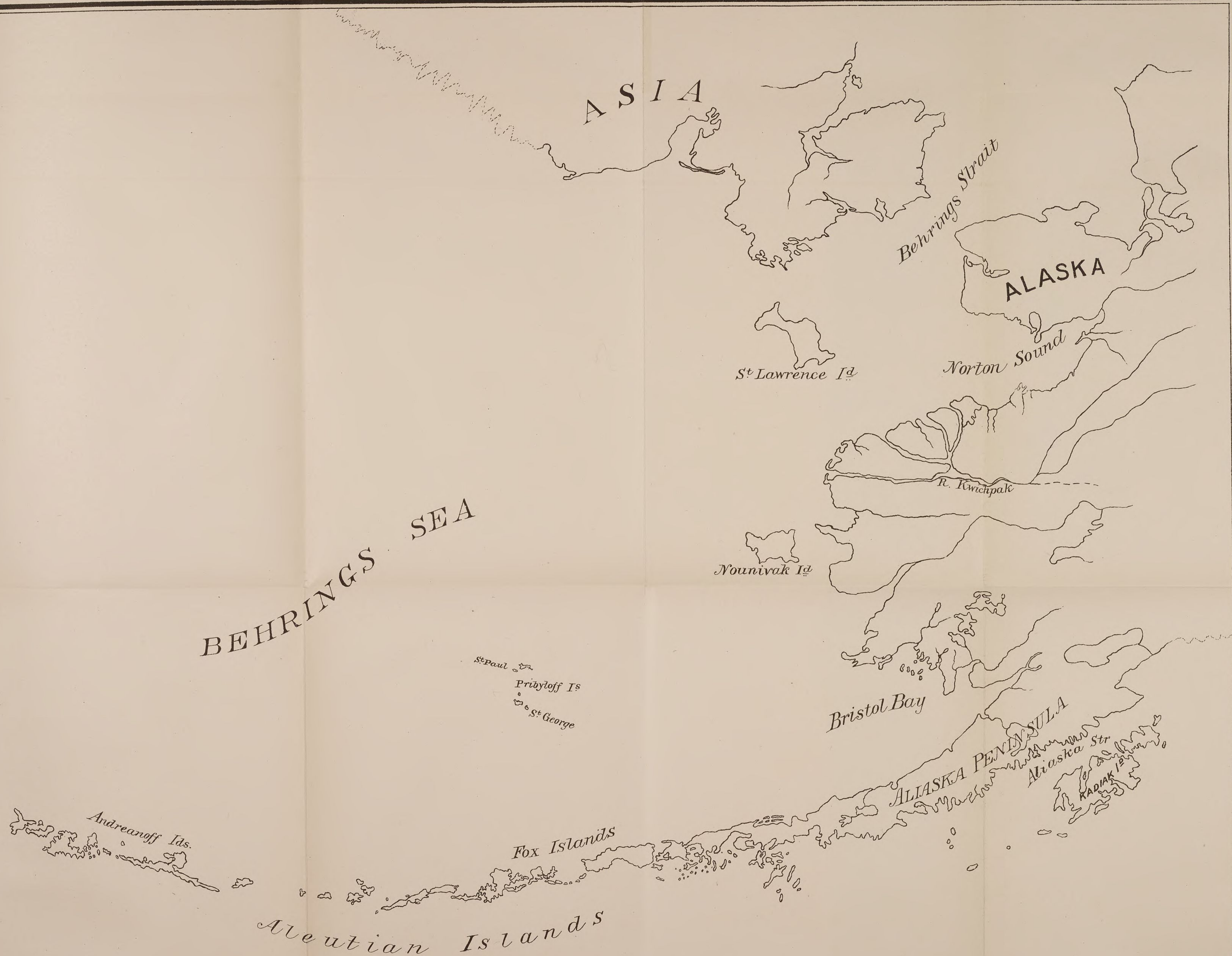
JOHN TILTON, Esq.,
Deputy Minister of Fisheries, Ottawa.

[Inclosure 3.]

Messrs. Carne & Munsie to Mr. Tilton.

VICTORIA, BRITISH COLUMBIA, April 14, 1887.

DEAR SIR: Your advice of 2nd instant is to hand. In reply would say we have not been advised whether the vessels are to be returned to us at Victoria or are we to incur the expense and risk of taking them from Oonalaska, and accept the skins in



the condition they may be found as an offset in full against the amounts set opposite them in our claims. The expense and risk of getting them to Victoria will be great, as there is no direct way of transferring men and supplies a distance of 1,500 miles.

It will necessitate the chartering of a steamer, and, owing to the tremendous gales in the North Pacific the past winter, the vessels may be very seriously damaged if not totally lost. Knowing the Indians as we do, we anticipate that everything movable will be carried away.

The vessels and skins are left in the care of not too friendly a concern, namely, the Alaska Commercial Company's agent alias the United States marshal.

Remaining, dear sir, your obedient servants,

CARNE & MUNSIE.

JOHN TILTON, Esq.,
Deputy Minister of Fisheries, Ottawa.

No. 135.

Sir R. G. W. Herbert to the officer administering the government of Canada.

DOWNING STREET, May 27, 1887.

MY LORD: I am directed by the secretary of state to transmit to you for communication to your ministers with reference to previous correspondence the documents specified in the annexed schedule.

I have, etc.,

R. G. W. HERBERT.

The OFFICER ADMINISTERING THE GOVERNMENT OF CANADA.

[Inclosure 1.]

The foreign office to the colonial office.

FOREIGN OFFICE, May 19, 1887.

SIR: I am directed by the secretary of state for foreign affairs to transmit to you, to be laid before Her Majesty's secretary of state for the colonies copy of a dispatch, as marked in the margin, from Her Majesty's minister at Washington, relative to the seizures in Behring Sea.

I am, etc.,

J. PAUNCEFOTE.

The UNDER SECRETARY OF STATE,
Colonial Office.

[Inclosure 2.]

Sir L. West to the Marquis of Salisbury.

WASHINGTON, May 6, 1887.

MY LORD: With reference to my dispatch No. 88, of April 2 last, I have the honor to inform your lordship that the case of the owners of the American ships seized for sealing in Behring Sea, against the captain of the United States cruiser *Corwin*, has been postponed until the Government is prepared for the defense.

I have, etc.,

L. S. WEST.

The MARQUIS OF SALISBURY, etc.

No. 136.

Sir L. West to Mr. Bayard, July 8, 1887.(Omitted here, being printed *supra*, No. 13.)

No. 137.

Mr. Bayard to Sir L. West, July 11, 1887.(Omitted here, being printed *supra*, No. 4.)

No. 138.

Sir H. Holland to Lord Lansdowne.

No. 206.]

DOWNING STREET, *July 14, 1887.*

MY LORD: I referred to the secretary of state for foreign affairs a copy of your lordship's dispatch No. 169, of the 21st of May last, inclosing a copy of an approved report of your privy council, respecting the action of the United States authorities towards British subjects, in connection with the seizure of Canadian sealing schooners in Behring Sea.

I now inclose, for communication to your Government, a copy of a letter received from the foreign office in reply, from which it will be seen that the Marquis of Salisbury is of opinion that it will be desirable, before any further representations are made to the United States Government, with a view to obtaining reparation, that Her Majesty's Government should be in possession of the record of the judicial proceedings in the district court in Alaska, and that instructions have been sent by telegraph to Sir L. West.

You will be so good as to transmit to me a copy of any printed papers which have been laid before the parliament of the Dominion on this subject.

I have, etc.,

H. T. HOLLAND.

Gov. Gen. the Most Hon. the MARQUIS OF LANSDOWNE,
G. C. M. G., etc.

[Inclosure No. 1.]

*The foreign office to the colonial office.*FOREIGN OFFICE, *July 8, 1887.*

SIR: I am directed by the Marquis of Salisbury to acknowledge the receipt of your letter of the 27th ultimo, relating to the case of the seizure of certain British vessels when engaged in seal fishing last autumn in Behring Sea.

In reply, I am to request that you will state to Sir H. Holland that in Lord Salisbury's opinion it is very desirable that, before any further representations are made to the United States Government with a view to obtaining reparation, Her Majesty's Government should be in possession of the records of the judicial proceedings in the

district court in Alaska, and instructions have been sent by telegraph to Sir L. West, directing him to request that he may be furnished with these documents by the United States Government for the use of Her Majesty's Government.

I am further to request that this department may be supplied with a copy of the papers which have been laid before the Canadian Parliament in regard to this question.

I am, etc.,

J. V. LISTER.

The UNDER SECRETARY OF STATE,
Colonial Office

No. 139.

Sir H. T. Holland to Lord Lansdowne.

No. 279.]

DOWNING STREET, *August 15, 1887.*

MY LORD: I have the honor to transmit to you, for communication to your ministers with reference to previous correspondence, copy of a letter from the foreign office, inclosing copies of two dispatches which have been addressed to Her Majesty's minister at Washington, respecting the seizure of British sealing schooners in Behring Sea by an American revenue vessel.

I have, etc.,

H. T. HOLLAND.

Gov. Gen. the most Hon. the MARQUIS OF LANSDOWNE,
G. C. M. G., etc.

[Inclosure No. 1.]

Foreign office to colonial office.

FOREIGN OFFICE, *August 12, 1887.*

SIR: With reference to your letter of 28th July last, I am directed by the Marquis of Salisbury to transmit to you for the information of Sir H. Holland, copies of two dispatches, Nos. 193 and 194, 10th instant, which have been addressed to Her Majesty's minister at Washington in regard to the seizure of British sealing schooners in Behring Sea by the United States authorities.

I am, etc.,

J. V. LEISTER.

The UNDER SECRETARY OF STATE,
Colonial Office.

[Inclosure No. 2.]

The Marquis of Salisbury to Sir L. West.

FOREIGN OFFICE, *August 10, 1887.*

SIR: I have to inform you that a telegram has been received from the commander-in-chief of Her Majesty's naval forces in the Pacific, dated Victoria, British Columbia, on the 7th instant, from which it appears that an American revenue vessel had seized three more British Columbian sealing schooners when a long distance from land, and that they had been taken to Sitka. He further stated that several other vessels in sight from Sitka were being towed in.

It will be within your recollection that in the correspondence which has recently taken place in regard to the previous seizures of three British vessels by the United States revenue cruiser *Corwin*, Mr. Bayard stated in a note dated the 3d February (a copy of which accompanied your dispatch No. 34 of the following day), that "without

conclusion at this time of day of any questions which may be found to be involved in these cases of seizure, orders have been issued by the President's direction for the discontinuance of all pending proceedings, the discharge of the vessels referred to, and the release of all persons under arrest in connection therewith."

I request that you will at once communicate with the United States Government as to the nature of the information which has reached them in regard to these further seizures of British vessels by the United States authorities.

You will at the same time say that Her Majesty's Government had assumed, in view of the assurance conveyed to you in Mr. Bayard's note of February 3 last, that pending a conclusion of the discussion between the two Governments on the general question involved, no further similar seizures of British vessels would be made by order of the United States Government.

I am, etc.,

SALISBURY.

[Inclosure No. 3.]

The Marquis of Salisbury to Sir L. S. West.

FOREIGN OFFICE, August 10, 1887.

SIR: I have to acknowledge the receipt of your dispatch, No. 196, of the 12th ultimo, inclosing printed copies of the records in the United States district court for the district of Alaska, in the cases of the British Columbian sealing schooners *Onward*, *Carolina*, and *Thornton*.

I should be glad if you would inform me whether the owners or masters of any of these vessels have entered an appeal against the judgments delivered by the court, and whether, if they have not already done so, such a course is still open to them.

It is also desirable that Her Majesty's Government should be furnished with a full report of the proceedings at the trials of the masters which resulted in their conviction and sentence to imprisonment and fine.

I have further to request that you will endeavor to ascertain and report to me when it is probable that the appeals referred to in your dispatches Nos. 88 and 113, of the 2d April, 1887, and of the 6th May, 1887, respectively, of the owners of the American ships which were seized on similar grounds, will come on for hearing, and whether any arrangement has been or can now, in your opinion, advantageously be made between the owners of the British and American vessels on the one side and the Government of the United States on the other, that one of these cases should be regarded as a test case, by which, in so far as the American legal tribunals are concerned, the remaining cases might be held to be concluded.

It must, however, be clearly understood that any such arrangement, if made, would only affect the legal remedies which were open to the masters and owners of these vessels in the American courts, and would in no degree limit the right of Her Majesty's Government, after all such legal remedies were considered to be exhausted, to intervene through diplomatic channels and on international grounds on behalf of such masters or owners.

It is presumed that the records of the proceedings in the cases of the seizures of the British schooners which accompanied your dispatch No. 196, were communicated officially to Her Majesty's legation, and, if so, I request that you will furnish me with a copy of the note by which they were accompanied.

I am, etc.,

SALISBURY.

[Inclosure No. 4.]

Sir L. West to the Marquis of Salisbury.

WASHINGTON, July 12, 1887. (Received July 22.)

MY LORD: With reference to your lordship's telegram of the 8th instant, I have the honor to transmit herewith printed copies of the judicial proceedings* in the United States district court for the district of Alaska in the several cases of the schooners *Onward*, *Carolina*, and *Thornton*, proceeded against on a charge of killing fur seal in Alaska.

I have, etc.,

L. S. SACKVILLE WEST.

* Printed *supra*, inclosure in No. 14.

No. 140.

No. 325.] *Lord Lansdowne to Sir Henry Holland.*

AUGUST 19, 1887.

SIR: I have the honor to inclose herewith for your information copies of a report received by my minister of marine and fisheries from the collector of customs at Victoria, British Columbia, dated 9th instant, in regard to the seizure of the sealers *Grace*, *Dolphin*, and *W. P. Sayward* by United States revenue-cutter *Richard Rush*.

I beg to call your special attention to the deposition, inclosed in Mr. Hamley's report, of Captain Laing, of the *W. P. Sayward*. You will observe that Captain Laing states particularly that the seals of which the skins were found on board his vessel were not taken in the Behring Sea.

It is scarcely necessary to dwell upon the grievous hardships occasioned by these seizures, for which, as far as I am aware, no justification has yet been forthcoming, not only to the owners and to the officers and crews but to the Indian hunters on board, who were, it appears, "left to find their way home as they could" from Sitka to their own villages, distant about 700 miles from that place.

LANSDOWNE.

[Inclosure No. 1.]*Mr. Hamley to Mr. Foster.*CUSTOM-HOUSE,
Victoria, British Columbia, August 9, 1887.

SIR: On the 5th instant I sent you word by telegram that three more Canadian vessels had been seized in Behring Sea and sent to Sitka: *Grace*, *Dolphin*, and *W. P. Sayward*. This news reached us by the steamer *Olympian*, and the day following the mate of the *W. P. Sayward*, one of the seized vessels, came down on the steamer *Idaho*. I had him here at the custom-house and his statements in some particulars were so important that I thought it desirable that it should be taken down before a notary public and the deposition forwarded to you. I inclose it herewith. The seizure was made on the 9th July by the master of the revenue-cutter *Rush* in Behring Sea, from 30 to 40 miles from any land. The skins, 479 in number, all taken, he says, in the Pacific, were lodged in the Alaska Company's warehouse at Oonalaska and the vessel herself sent to Sitka. There is no doubt now, from the declaration of the master of the United States revenue-cutter made openly on the deck of the *W. P. Sayward*, that, in seizing this and the other Canadian vessels, he was acting under direct instructions from the United States Government.

I forward also the information laid in the district court at Sitka by the United States attorney Ball against the master and mate of the *W. P. Sayward*. The indictments against the masters and mates of the other vessels are in the same forms and terms, the complaint being that they had killed fur seals in Behring Sea contrary to the statutes of the United States, and against the peace and dignity of the United States of America.

The case is to be heard in the district court at Sitka on the 22d of this month. The mate of the *W. P. Sayward* was allowed out on bail in \$500 and returned last night for the trial.

I have the honor to be, sir, your obedient servant,

W. HAMLEY.

Hon. GEO. E. FOSTER,
Minister of Marine and Fisheries

[Inclosure No. 2.]

Affidavit of Andrew Laing, mate of schooner W. P. Sayward.

I, Andrew Laing, of Victoria, mate of the British schooner *W. P. Sayward*, do solemnly and sincerely declare that I left Victoria, British Columbia, in the schooner *W. P. Sayward*, on the 16th day of May, 1887, bound on a sealing voyage, with a crew of seven men and sixteen Indian hunters with eight canoes. We commenced sealing off Cape Scott, on the north of Vancouver Island and killed four hundred and seventy-nine fur seals in the Pacific Ocean and entered the Behring Sea on the 2d of July, 1887, passing between Unimak Island and the Island of the Four Mountains. The weather was very thick and foggy, and we did no sealing in Behring Sea in consequence. On the 9th July we were captured by the U. S. steamer *Richard Rush*, being then from 30 to 40 miles off the nearest land. We were taken to Oonalaska, where we arrived on the 10th July, and they laid us alongside the steamer *St. Paul*, belonging to the Alaska Commercial Company. They removed the seal skins and took them ashore to the wharf and put them in the company's warehouse, and they resalted the skins with salt taken from our vessel. They put an officer from the *Rush* on board and towed us out to sea and told us to go to Sitka. We arrived there on the 22d July, and on the next day an investigation was held before Judge Dawson, who bound us over to appear on the 22d August for trial. The vessel was left in charge of the United States officers, and we were only allowed to remove our clothing. The Indians were left to find their way home as they could; they were about 700 miles from their villages.

I further say that when we were taken I spoke to the captain of the *Rush*, and told him we had not taken a seal in Behring Sea; he replied that "I am sorry for you; I have to obey orders and take everything I come across in Behring Sea."

And I make this solemn declaration by virtue of the act passed in the thirty-seventh year of Her Majesty's reign, entitled, "An act for the suppression of voluntary and extra judicial oaths."

A. LAING.

Taken and declared before me at Victoria, British Columbia, this 8th day of August, 1887.

M. W. TYRWHITT DRAKE,
Notary Public.

[Inclosure No. 3.]

Information served on Andrew Laing.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF ALASKA.

[The United States vs. George R. Ferry and A. Laing. Information.]

DISTRICT OF ALASKA, ss:

George R. Ferry and A. Laing are accused by M. D. Ball, United States district attorney for Alaska, by this information, of the crime of killing fur seals within the waters of Alaska Territory—committed as follows:

The said George R. Ferry and A. Laing, on the 8th day of July, A. D. 1887, in the district of Alaska, and within the jurisdiction of this court, to wit, in the Behring Sea, within the waters of Alaska Territory, did kill ten fur seals, contrary to the statutes of the United States in such cases made and provided, and against the peace and dignity of the United States of America.

Dated at Sitka, the 23d day of July, 1887.

DISTRICT OF ALASKA, ss:

I, M. D. Ball, United States district attorney for Alaska, being duly sworn, say the within information is true, as I verily believe.

M. D. BALL.

Subscribed and sworn to before me this 23d day of July, A. D. 1887.

[L. S.]

H. E. HAYDON, Clerk,
By A. A. MEYER, Deputy Clerk.

I certify that the within is a true copy of the information filed in the cause.

H. E. HAYDON, Clerk,
By A. A. MEYER, Deputy Clerk.

Personally appeared before me, Montague W. Tyrwhitt Drake, notary public, duly authorized, admitted, and sworn, residing and practicing in Victoria, British Columbia, Andrew Laing, mate of the British schooner *W. P. Sayward*, who stated that the above-written information was served upon him by Mr. M. D. Ball, on the 23d July, 1887.

[L. S.]

M. W. TYRWHITT DRAKE,
Notary Public.

No. 141.

Sir L. S. Sackville West to Lord Lansdowne.

No. 66.]

WASHINGTON, August 23, 1887.

MY LORD: With reference to your excellency's telegram of the 8th instant, I have the honor to inclose herewith, for the information of your excellency's Government, copies of the reports of Captain Shepard of the United States cruiser *Rush*, respecting the seizure of the British sealing vessels *Anna Beck*, *Sayward*, *Dolphin*, and *Grace*.

I have, etc.,

L. S. SACKVILLE WEST.

His Excellency the MARQUIS OF LANSDOWNE,
G. C. M. G., etc.

[Inclosure No. 1.]

Mr. Fairchild to Mr. Bayard.

TREASURY DEPARTMENT,
August 19, 1887.

SIR: I have the honor to acknowledge the receipt of your letter of the 13th instant, in which you refer to information received through the British minister as to the recent seizures by United States cruisers of three British Columbian sealing schooners in Behring Sea, and request such information as this Department possesses or can obtain from its agents, relative to said seizures, and in reply thereto I inclose herewith copies of the reports of the captain of the revenue cutter *Rush*, dated the 4th, 11th, and 18th ultimo, reporting the seizures of the British steam-schooner *Anna Beck* on the 2d, the British steam-schooner *W. P. Sayward* on the 9th, the British steam schooner *Dolphin* on the 12th, and the British steam-schooner *Grace* on the 17th ultimo.

I am, etc.,

C. S. FAIRCHILD,
Secretary.

The SECRETARY of STATE, etc.

[Inclosure No. 2.]

Captain Shepard, U. S. Revenue Marine, to Mr. Fairchild.

U. S. REVENUE MARINE STEAMER RUSH,
Ounalaska, Alaska, July 4, 1887.

SIR: I have the honor to report to the Department the seizure on 30th June of the schooner *Challenge*, of Seattle, Wash., H. B. Jones, master, and Albert Douglas, of Seattle, Wash., president of the Douglas Fur Company, "managing owner," for violations of section 1961, Revised Statutes, they having skins of female fur-seals and skins of unborn seal on board, which latter the captain and mate admitted were taken from the female seal killed by themselves or the crew of the vessel.

The *Challenge* when found was anchored at Akoutan Island, Alaska. I took her in tow of the *Rush* and proceeded to Ounalaska and delivered her skins, 151 in number, to the United States deputy marshal at this place, and have taken her arms and ammunition on board the *Rush* for safe keeping.

The crew, consisting of fifteen men all told, were shipped at Port Townsend, Wash., by H. Bash, United States shipping commissioner, and were found present, excepting W. Couratz, of Germany, seaman, whom Captain Jones reports was taken sick and sent ashore at Goose Island, British Columbia, and "Hines," an Indian of British Columbia, was shipped in his stead at that place.

On 2d July, in latitude $54^{\circ} 58' N.$, and longitude $157^{\circ} 26' W.$, Cape Cheerful, Ounalaska Island, bearing SE. $\frac{1}{4}$ E. 66 miles, I boarded and examined the British steamer schooner *Anna Beck*, of Victoria, British Columbia, Louis Olsen, master; Joe Bosquit, of Victoria, British Columbia, managing owner, on a sealing voyage, and having about 334 seal-skins on board, 19 of which the captain admitted were taken on Behring Sea. His boats had recently been taken out of the water and considerable fresh seal blood and gurry were found on deck, indicating that seal had been skinned and dressed on board that day. I seized the vessel for violation of section 1956, Revised Statutes, took her in tow, and proceeded to Ounalaska.

This vessel was seen on June 30 in nearly the same position as when we found her, by Captain Page, of the steamer *Dora*, with several boats out hunting seal.

I found on board a crew of nineteen men, all told (seven white and twelve Indians), and the captain reported that on June 30 two boats, containing two Indians each, were lost in the fog and could not be found, in addition to the above number.

I have delivered the *Anna Beck*, with outfit and 334 seal skins, to the United States deputy marshal at Ounalaska. No arms or ammunition were found on board.

As the officers of these vessels have to be taken before the United States district court at Sitka for trial, to which place there is no established mode of conveyance from here, I have placed the officers and crews of both vessels on board the schooner *Challenge*, and dispatched Benjamin Lorenzen, one of the crew of this vessel, duly qualified as a deputy United States marshal, in charge, to Sitka, with instructions, on his arrival at that place, to deliver the vessel, captains, and mates to the United States marshal and to set the crews at liberty, Lorenzen to remain at Sitka until the arrival of the *Rush* at the end of the season.

I am, etc.,

L. G. SHEPARD,
Captain U. S. Revenue Marine.

Hon. C. S. FAIRCHILD,
Secretary of the Treasury.

[Inclosure No. 3.]

Captain Shepard, U. S. Revenue Marine, to Mr. Fairchild.

U. S. REVENUE MARINE STEAMER RUSH,
Ounalaska, Alaska, July 11, 1887.

SIR: I have the honor to inform the Department that on 9th July, in the Behring Sea, latitude $54^{\circ} 43' N.$, longitude $167^{\circ} 51' W.$, Cape Cheerful, Ounalaska Island, bearing SE. true 59 miles distant, I boarded and examined the British schooner *W. P. Sayward*, 59.70 tons register, of Victoria, British Columbia, George B. Ferry, master, and W. D. Warren, of Victoria, British Columbia, managing owner, and found her to be on a sealing voyage; had been four days in the Behring Sea.

The captain reported four hundred and eighty-five seal skins on board, sixty-four of which were taken in the Behring Sea; found the vessel under short sail and one canoe and two Indians out hunting seal.

Her crew consisted of six white men, all told, and seventeen Indians from British Columbia, and two Indians belonging to the crew of the British schooner *Anna Beck*, who had lost that vessel in a fog. I took charge of the vessel's papers and seized her for violation of section 1956, Revised Statutes, took her in tow and proceeded to Ounalaska, arriving at midnight.

I have delivered the four hundred and eighty-five seal skins found on board to the United States deputy marshal at this place, and will send the vessel and her crew to Sitka, Alaska, in charge of one of the crew of this vessel, duly qualified as a United States deputy marshal, with instructions to deliver the vessel with her outfit, the captain and mate, to the United States marshal at Sitka, on arrival at that port, and to set the crew at liberty.

I am, etc.,

L. G. SHEPARD,
Captain U. S. Revenue Marine.

[Inclosure No. 4.]

*Captain Shepard, U. S. Revenue Marine, to Mr. Fairchild.*U. S. REVENUE MARINE STEAMER RUSH,
Ounalaska, Alaska, July 18, 1887.

SIR: I have the honor to inform the Department that on July 12, in the Behring Sea, latitude $51^{\circ} 38'$ N., longitude $157^{\circ} 03'$ W., Cape Cheerful, Ounalaska Island, bearing SE. $\frac{1}{2}$ S. 40 miles distant, I boarded and examined the British steam-schooner *Dolphin*, 60.10 tons register, of Victoria, British Columbia, J. D. Warren, master and managing owner, and found her to be on a sealing voyage. The vessel had been three days in the Behring Sea and had 618 seal skins on board. Ten canoes and one boat were out hunting seal at the time.

From the canoes twelve or more dead seal were taken on board the schooner while we were near her, and three skins from seal recently killed were found in the boat. Seized the vessel for violation of section 1956, Revised Statutes, and transferred her arms and ammunition on board the *Rush*, namely, 4 breech-loading rifles, 26 breech-loading shot guns, 10 muzzle-loading shot guns, 1 bomb gun, 4 revolvers, 3,404 rounds ammunition for breech-loading rifles, 250 rounds ammunition for shot guns, 4 kegs powder, 50 pounds shot, and other small ammunition. Seized the 4 breech-loading rifles and ammunition for same for violation of section 1956 Revised Statutes, and section 4, Executive Order, paragraph 53, dated May 4, 1887. I placed Lieutenant Dunwoody in charge, with instructions to take her into Ounalaska, where she arrived the following day. The crew consisted of 7 white men and 26 Indians from British Columbia.

On July 17, in the Behring Sea, latitude $55^{\circ} 03'$ N., longitude $168^{\circ} 40'$ W., Cape Cheerful, Ounalaska Island bearing SE. $\frac{1}{2}$ E., 96 miles distant, I boarded and examined the British steam-schooner *Grace*, 76.87 tons register, of Victoria, British Columbia, William Petit, master, and J. D. Warren, of Victoria, British Columbia, managing owner, and found her to be on a sealing voyage; had been ten days in the Behring Sea, and had 769 seal skins on board. When boarded she had 12 canoes and one boat out hunting seal. Saw one seal shot and taken into the boat while we were near her. Counted 12 seal taken on board the schooner from one canoe, and all the canoes contained more or less seal recently killed. The captain reported taking 90 seal during the day and 150 the day previous. Seized the vessel for violation of section 1956, Revised Statutes, and 2 breech-loading rifles and ammunition for same for violation of section 1955, Revised Statutes, and section 4, executive order, paragraph 53, dated 4th May, 1887.

The crew consisted of 6 white men, 24 Indians, and one Chinaman. Placed Lieutenant Benham in charge, and after waiting seven hours for her canoes to return, some of which had been a long distance from the vessel, took her in tow and proceeded to Ounalaska, arriving at 9.30 this a. m.

I have delivered the seal skins from these vessels to the United States deputy marshal at this place, and will send the vessels, in charge of men from this vessel duly qualified as United States deputy marshals, to Sitka, to be delivered to the United States marshal for the district of Alaska.

By request of Capt. J. D. Warren, of the *Dolphin*, managing owner of the schooner *Anna Beck* (seized 2d July, as previously reported), I will send her to Sitka in like manner.

Also, on 16th July, in the Behring Sea, latitude $55^{\circ} 46'$ N., longitude $170^{\circ} 38'$ W., Delnoi Point, St. George Island, showing N. 30 E., 63 miles distant, I boarded and examined the schooner *Lily L.*, 63.42 tons register, of San Francisco, Cal., J. W. Todd, master, and C. D. Ladd, of San Francisco, managing owner, and found her to be on a sealing voyage; at the time had three boats out, one of which, on returning to the vessel, contained two seal recently killed. Captain Todd and Mr. Ladd, representing the owner, admitted they came into these waters for the purpose and had taken seal in the Behring Sea, and claimed a right to do so anywhere outside the 9-mile limit from the shore.

I seized the vessel for violation of section 1956, Revised Statutes. There being only two commissioned officers on board this vessel, I placed Boatswain Winslow on board the schooner to represent the United States, and instructed her captain to take her into Ounalaska, which he agreed to do, there being too much sea running at the time to undertake to tow her to that place. On her arrival I will make further report to the Department.

I am, etc.

L. G. SHEPARD,
Captain.

No. 142.

Lansdowne to Sir H. T. Holland.

No. 338.]

QUEBEC, August 27, 1887.

SIR: With reference to my dispatch No. 325, of the 19th instant, in regard to the seizure of the sealers *Grace*, *Dolphin*, and *W. P. Sayward*, by the United States revenue-cutter *Richard Rush*, I have the honor to forward herewith copy of an approved minute of the privy council of Canada, dated 23d instant, to which are appended copies of the following documents:

(1) A letter from W. Hamley, collector of customs at Victoria, British Columbia, to the minister of marine and fisheries.

(2) The affidavit of Andrew Laing, mate of the seized schooner *Sayward*, sworn to at Victoria on the 8th of August, 1887.

(3) The information filed in the district court of the United States for the district of Alaska against the master and mate of the *Sayward*.

It is requested that these papers, copies of which were inclosed in my dispatch above mentioned, may be transmitted to the foreign office, in order that a remonstrance may be addressed to the United States Government against the unwarrantable action of the commander of the *Rush*, and a claim made for all damages arising from the seizure of the *Sayward* and the detention of her officers and crew.

I have, etc.,

LANSDOWNE.

Sir H. HOLLAND.

[Inclosure No. 1.]

Certified copy of a report of a committee of the honorable the privy council, approved by his excellency the governor-general in council on the 23rd August, 1887.

On a report dated 17th August, 1887, from the minister of marine and fisheries, submitting with reference to the seizure by the United States steamer *Richard Rush*, on the 9th July last, in the Behring Sea, of the British schooner *W. P. Sayward*, of Victoria, the following papers:*

(1) A letter from W. Hamley, collector of customs at Victoria, B. C., to the minister of marine and fisheries.

(2) The affidavit of Andrew Laing, mate of the seized schooner, sworn to at Victoria, on the 8th August, 1887; and

(3) The information filed in the district court of United States for the district of Alaska against the master and mate of the *Sayward*.

The minister observes that, upon reference to the affidavit of the mate of the schooner *Sayward*, it appears that all the seals on board the vessel were taken in the Pacific Ocean and before the vessel entered Behring Sea, so that even the alleged claim on the part of the United States Government to jurisdiction in the Behring Sea is not available in the case now complained of; and would also call attention to the reply of the commander of the United States steamer *Richard Rush*, in which he states his orders were "to take everything he came across in the Behring Sea."

The committee recommend that your excellency be moved to forward copies of the annexed papers to the right honorable the principal secretary of state for the colonies, for transmission to the foreign office, in order that a remonstrance may be made to the United States Government for so unwarrantable an act as that committed by the commander of the *Richard Rush*, and a claim made for all damages arising out of the seizure of the schooner *W. P. Sayward* in the open sea and the detention of officers and crew, and also that copies of the papers be sent to Her Majesty's minister at Washington.

All which is respectfully submitted for your excellency's approval.

JOHN J. MCGEE,
Clerk of the Privy Council.

No. 143.

*Sir H. Holland to Lord Lansdowne.*DOWNING STREET, *September 1, 1887.*

MY LORD: I have the honor to transmit to you, for communication to your Government, with reference to previous correspondence, a copy of a dispatch from Her Majesty's minister at Washington, inclosing correspondence with the United States Secretary of State relative to the recent seizure of sealing vessels in Behring Sea, which has been received from the foreign office.

I have, etc.,

H. T. HOLLAND.

Gov. Gen. the Most Hon. the MARQUIS of LANSDOWNE, etc.

[Inclosure 1.]

*Sir L. S. West to the Marquis of Salisbury.*WASHINGTON, *August 15, 1887.*

MY LORD: In obedience to the instruction contained in your lordship's telegram No. 31 of the 10th instant I informed the Secretary of State that three British Columbian schooners had been seized in Behring Sea by United States cruisers a long distance from Sitka, and that several other vessels were in sight, being towed in. I also intimated to Mr. Bayard that in view of the assurances given in his note of the 3d of February last, Her Majesty's Government had assumed that, pending the conclusion of discussions between the two Governments on general questions involved, no further seizures would be made by order of the United States Government. Copy of my note is herewith inclosed. I have likewise the honor to inclose to your lordship copy of a note which I have received in reply to the above communication, in which Mr. Bayard states that he can discover no ground whatever, from the expressions contained in his note referred to, for the assumption by Her Majesty's Government that it contained any such assurances, but that he will ascertain without delay whether the circumstances attendant upon the cases of the seizures in question are the same as those which induced the Executive to direct the release of the vessels mentioned in his note of 3d February.

I have, etc.,

L. S. SACKVILLE WEST.

[Inclosure 2.]

Sir L. West to Mr. Bayard, August 11, 1887.(Omitted here, being printed *supra*, No. 15.)

[Inclosure 3.]

Mr. Bayard to Sir L. S. S. West, August 13, 1887.(Omitted here, being printed *supra*, No. 16.)

S. Ex. 106—12

No. 144.

Sir H. T. Holland to Lord Lansdowne.

No. 308.]

DOWNING STREET, *September 1, 1887.*

MY LORD: I have the honor to transmit to your lordship, for communication to your ministers, with reference to previous correspondence, a copy of a letter from the admiralty, with one from the commander-in-chief in the Pacific, respecting the capture of the sealing schooner *Anna Beck* by an American revenue vessel in Behring Sea.

I have, etc.,

H. T. HOLLAND.

Gov. Gen. the most Hon. the MARQUIS OF LANSDOWNE,

G. C. M. G., etc.

[Inclosure No. 1.—Extract.]

*Admiralty to colonial office.*ADMIRALTY, *August 24, 1887.*

I am commanded by my lords commissioners of the admiralty to transmit the accompanying extracts from a letter dated 5th August, No. 127, from the commander-in-chief, Pacific, reporting the state of affairs at Metlakatla, and the seizure of a sealing schooner named the *Anna Beck* by an American revenue vessel in the Behring Sea.

I am, etc.,

R. D. AWDRY.

The UNDER SECRETARY OF STATE,
Colonial Office.

[Inclosure No. 2.—Extract.]

*Admiral Seymour to the secretary to the admiralty.*TRIUMPH, AT ESQUIMALT, *August 5, 1887.*

I did not visit Sitka, thinking it as well whilst the Behring Sea sealing question is unsettled that I should not do so.

Since my return I hear that the *Anna Beck*, a sealing schooner, has been seized by an American revenue vessel in Behring Sea, it is reported 60 miles northeast from St. George Island, but no reliable information as to the spot has yet reached me; as soon as it does I will forward particulars.

I have, etc.,

M. C. SEYMOUR,

Rear-Admiral and Commander-in-Chief.

The SECRETARY TO THE ADMIRALTY.

No. 145.

*Sir Henry Holland to Lord Lansdowne.*DOWNING STREET, *September 14, 1887.*

MY LORD: With reference to previous correspondence, I have the honor to acquaint you, for the information of your ministers, that the Marquis of Salisbury caused to be referred to the law officers the correspondence which has passed respecting the seizure of the three

British sealing vessels, the *Thornton*, the *Carolina*, and the *Onward*, by the United States revenue cruiser *Corwin*, in Behring Sea, and that they advised that a claim for compensation might properly be made against the United States Government.

I telegraphed to you on the 7th instant that it was proposed to prefer a claim for compensation against the United States Government, and inquiring what answer your ministers would suggest, but as at present advised it does not seem to me desirable to put forward the claims which accompanied your dispatch No. 9 of the 15th of January, as some of them are apparently much exaggerated and a new issue would be raised as to the reasonableness of the claims.

In the mean time the Marquis of Salisbury has addressed the dispatch, of which I inclose a copy, to Her Majesty's minister at Washington, desiring him to communicate it to the Secretary of State.

Your ministers will, no doubt, take this matter into consideration at the earliest moment.

I have, etc.,

H. T. HOLLAND.

Gov. Gen. the most Hon. the MARQUIS OF LANSDOWNE, etc.

[Inclosure No. 1.]

The Marquis of Salisbury to Sir L. West, September 10, 1887.

(Omitted here, being printed *supra*, No. 17.)

No. 146.

Sir H. T. Holland to Lord Lansdowne.

DOWNING STREET, *September 16, 1887.*

MY LORD: I have the honor to transmit to you for communication to your lordship's ministers copies of dispatches from Her Majesty's minister at Washington respecting the seizure of British Columbian vessels in Behring Sea, which have been received from the foreign office.

I have, etc.,

H. T. HOLLAND.

Gov. Gen. the most Hon. the MARQUIS OF LANSDOWNE,
G. C. M. G., etc.

[Inclosure No. 1.]

Sir L. West to the Marquis of Salisbury.

WASHINGTON, *August 20, 1887.*

MY LORD: It would appear from reports of Captain Shepard, of the United States revenue-cutter *Rush*, that the *Sayward* was captured 50 miles and the *Dolphin* 40 miles from Cape Cheerful, while the *Grace* was seized 95 miles from Oonalaska.

Cape Cheerful does not appear on any map or chart, but is supposed to be the northernmost point of the island of Oonalaska.

The islands of St. George and St. Paul (Pribilof Islands) are distant 180 miles from Oonalaska, so that at the time of the seizure of the *Grace* that vessel would have been 85 miles distant from them.

To reach the breeding grounds on the islands of St. George and St. Paul the seals pass regularly through the channel which separates the island of Ounalaska from the island of Akutan, and that which separates Akutan from the island of Unimak, called respectively the Akutan and Unimak Passes, and it is here that the sealers lay in wait for them on their passage.

It is maintained that the capture of seals in this manner is in violation of section 1956 of the Revised Statutes of the United States, and that ships so capturing them are within the limits of Alaska Territory, or in the waters thereof.

But apart from the question of territorial limit and right to seize vessels in the open sea, it is argued by impartial persons that unless some arrangement is made for the protection of these valuable animals on their passage to the breeding grounds, the genus, as in the case of beaver, will gradually become extinct.

It is a known fact that few, if any, seals pass outside the Island of Oonalaska to their breeding grounds, which exist only on the Pribylof Islands, and that their passage is as regular as their breeding season.

I have, etc.,

L. S. S. WEST.

[Inclosure No. 2.]

Sir L. West to the Marquis of Salisbury.

WASHINGTON, August 22, 1887.

MY LORD: Since writing my preceding dispatch I have received privately from Mr. Bayard copies of the reports of Captain Shepard, alluded to therein, respecting the seizure of the British vessels *Anna Beck*, *W. P. Sayward*, *Dolphin*, and *Grace*, copies of which I have the honor to inclose to your lordship herewith.

The State Department is not in possession of any further information.

I have, etc.,

L. S. SACKVILLE WEST.

P. S.—I have communicated copies of Captain Shepard's reports to the governor-general of Canada.

L. S. S. W.

No. 147.

Lord Lansdowne to Sir Henry Holland.

[Telegram.]

SEPTEMBER 23, 1887.

I understand that after Mr. Bayard's announcement of the 3d February, respecting Behring Sea seizures, instructions were sent in accordance with it to the Alaska authorities by telegraph; that an instrument for the release of the vessels was thereupon issued by the district judge, but that subsequently, on the assumption that the telegram was forged, he rescinded the order; that no steps have been taken by the Department since; the vessels are still detained. My Government trusts the facts will be inquired into.

No. 148.

Lord Lansdowne to Sir H. T. Holland.

No. 372.]

QUEBEC, September 26, 1887.

SIR: In continuation of my dispatch, No. 338, of the 27th of August and in reference to previous correspondence, I have the honor to inclose herewith a copy of an approved minute of the privy council of Canada,

dated 21st of September, 1887, covering copies of a report of my minister of marine and fisheries relating to the seizure and detention of the Canadian sealing schooner *Alfred Adams*, and of other Canadian sealing vessels by the United States authorities in the Behring Sea.

The letter directed to the United States district attorney at Sitka, marked D in the minister's report, which came into the possession of my Government under the circumstances described in the declaration of Captain Dyer, of the *Alfred Adams*, has been forwarded, together with copies of the papers, to Her Majesty's minister at Washington.

The circumstances under which the *Adams* was seized do not differ materially from those attending previous seizures in the same waters. I have already laid before you the reasons which have led my Government to protest against the assumption that the statutes under which other seizures, and I presume this also, have been made—statutes governing the conduct of persons fishing within “the Territory of Alaska” or “in the waters thereof” (*vide* U.S. Rev. Stats., 1955, 1956)—are applicable to the whole of the waters of the Behring Sea; and in cases where, as in those under discussion, the vessels seized were found fishing at a great distance from the nearest land.

I trust that the earnest attention of Her Majesty's Government will be given to the statements contained in the minister's report. No satisfactory explanation has yet been given of the action of the United States Government subsequent to Mr. Bayard's announcement of February 3, of the present year, when it was stated by him, to Her Majesty's minister at Washington, that “orders had been issued by the President's direction for the discontinuance of all pending proceedings, the discharge of the vessels referred to, and the release of all persons under arrest in connection therewith.”

You will observe from Mr. Foster's recapitulation of the evidence which he has been able to collect and the documents attached to his report that an impression prevails upon the spot to the effect that orders such as those described by Sir L. West were actually issued from Washington. There appears at all events to be some reason for believing that a telegram authorizing the release of the vessels then under detention was in fact received by the district judge, and that instructions were thereupon issued by him for the purpose of carrying out these orders. The circumstances under which those instructions are said to have been subsequently rescinded by the district judge have not unnaturally given rise to the gravest suspicion.

The minister has called attention with great force in his report to the injury sustained by persons engaged in the sealing industry from the suspense and uncertainty in which they have been kept during the past year, owing to the refusal of the United States Government to give any explicit assurances as to the treatment which they might expect at its hands.

I have, etc.,

LANSDOWNE.

The Right Hon. Sir H. HOLLAND, etc.

[Inclosure No. 1.]

Certified copy of a report of a committee of the honorable the privy council, approved by his excellency the governor-general in council on the 21st September, 1887.

The committee of the privy council have had under consideration the annexed report of the minister of marine and fisheries with reference to the seizure and

detention of Canadian sealing vessels by the United States authorities in Behring Sea.

The committee concur in the said report, and they advise that your excellency be moved to transmit a copy of this minute and the annexed papers to the right honorable the secretary of state for the colonies.

All of which is submitted for your excellency's approval.

JOHN J. MCGEE,
Clerk Privy Council.

[Inclosure No. 2.]

Report of Hon. George E. Foster.

OTTAWA, September 15, 1887.

With reference to previous correspondence concerning the seizure and detention of Canadian sealing vessels by the United States authorities in Behring Sea, the minister of marine and fisheries begs to submit for the consideration of his excellency the governor-general in council the following papers:

(a) A letter from Collector Hamley, of Victoria, British Columbia, dated 1st September, 1887, inclosing certain papers in reference to the seizure of the Canadian sealing schooner *Alfred Adams* in Behring Sea;

(b) The declaration of William Henry Dyer, of Victoria, British Columbia, master of the Canadian schooner *Alfred Adams*;

(c) A certificate of seizure of the *Alfred Adams* signed by L. G. Shepard, captain of the United States revenue steamer *Rush*;

(d) A sealed and unopened letter directed to the United States district attorney and the United States marshal, Sitka, Alaska;

(e) A letter from Collector Hamley, of Victoria, British Columbia, dated 26th July, relating to the detention of the Canadian schooners *Onward*, *Carolina*, and *Thornton*, seized in August, 1886, by the United States cutter *Corwin* in Behring Sea.

(f) Copy of a telegram and order purporting to be from the United States Attorney-General and Judge Dawson, respectively, relating to the release of the above-named vessels; and

(g) A letter, dated September 3, 1887, from the law firm of Drake, Jackson & Helmcken, of Victoria, containing additional information relating to the same.

From the above-mentioned papers it appears that on the 6th of August, 1887, the Canadian schooner *Alfred Adams*, whilst engaged in catching seals in the open sea, more than 50 miles distant from the nearest land, was forcibly seized by an armed vessel of the United States, her ship's papers taken, her cargo of seal-skins, 1,386 in number, together with all her arms, ammunition, and fishing implements, transferred to the United States cutter, and her captain ordered to proceed with sealed orders to Sitka and deliver himself, his vessel, and men into the hands of the United States marshal at that place.

This treatment of the *Alfred Adams*, whilst peaceably pursuing her lawful calling on the high seas, is but a repetition of the unjustifiable seizures of Canadian vessels made by the United States authorities in Behring Sea, and which have been dealt with at length in previous reports to council.

The minister, therefore, does not consider it necessary in this instance to traverse the ground already so fully covered, and recommends that a copy of this report, with the papers attached, be forwarded to Her Majesty's Government for their earnest and immediate consideration, and that a copy thereof be sent to the British minister at Washington, together with the sealed letter given by Captain Shepard to the master of the *Adams*, with the request that it be forwarded to Mr. Secretary Bayard. With reference to the attached papers E, F, and G, the minister observes that from the first, E, it appears that inquiries made by the collector of customs at Victoria, British Columbia, in July last, resulted in his obtaining the information that Judge Dawson had, up to that date, received no orders for the release of the Canadian sealing vessels seized in 1886; that the vessels had not been sold and remained still under seizure, and that Judge Dawson, when questioned as to the report that a telegram had been sent to him by the Attorney-General of the United States ordering the release of the vessels, had replied that he had heard of this report before, but that nothing of the kind had reached either himself or the United States marshal at Sitka. The paper marked F purports to be a copy of a telegram dated January 26, 1887, from United States Attorney-General Garland to Judge Dawson, ordering him to release the vessels seized in August preceding, and of order founded thereon from Judge Dawson to the United States marshal at Sitka, bearing date February 19, 1887, directing him to release the *Carolina*, *Onward*, *Thornton*, and *San Diego*, together with all their tackle, apparel, skins, guns, ammunition, small boats, and everything pertaining to said vessels. The third paper, marked G, is a copy of a letter from the

law firm of Drake, Jackson & Helmcken, of Victoria, British Columbia, to the minister of justice, informing him that they are advised that a telegram was received by Judge Dawson from the United States Attorney-General, ordering the release of the vessels above referred to; that Judge Dawson did issue an order accordingly, but that he afterwards rescinded the order on the assumption that the telegram was a forgery, and that since "no official letters of any sort, either confirming the telegram or respecting the affair, have been received at Sitka."

The minister observes that if the information conveyed in the above-mentioned papers is correct, of which there appears no reasonable doubt, it reveals a state of affairs by no means satisfactory.

On the 3d of February, 1887, Mr. Secretary Bayard informed the British minister at Washington that "orders have been issued, by the President's direction, for the discontinuance of all pending proceedings, the discharge of the vessels referred to, and the release of all persons under arrest in connection therewith." A telegram in accordance with Mr. Bayard's communication appears to have been sent to Alaska, and an order based thereon to have been issued by the district judge, but to have been afterwards rescinded, and no further action has been taken up to date of latest information. Meanwhile the vessels remain under seizure, the seal skins are forfeited, and the property of Canadian citizens forcibly withheld from them under circumstances which involve very great loss and damage.

The minister further observes that, with a view of guiding the action of Canadian citizens interested in sealing in the northern seas, repeated attempts were made previous to the commencement of the present season to obtain an official expression from the United States Government of the policy they proposed to pursue in their treatment of foreign vessels sealing in Behring Sea, but that these efforts proved altogether unavailing. From Mr. Bayard's communication of February 3, 1887, above referred to, the fair inference, however, was to be drawn that, until the question in dispute between the two Governments as to the legality of the previous seizures had been finally disposed of, no further seizures would be made. And there is no doubt that on the strength of this communication and in the absence of any explicit statement of policy to the contrary, Canadian citizens did, in the beginning of the present season, embark upon their customary sealing expeditions to Behring Sea, under the reasonable impression that they would not be interfered with by the United States authorities so long as they conducted their operations in the open sea, only, however, to find their vessels seized, their property confiscated, and their ventures completely ruined.

It is respectfully submitted that this condition of affairs is in the highest degree detrimental to the interests of Canada, and should not be permitted to continue. For nearly two years Canadian vessels have been exposed to arbitrary seizure and confiscation in the pursuit of a lawful occupation upon the high seas, and Canadian citizens subjected to imprisonment and serious financial loss, while an important and remunerative Canadian industry has been threatened with absolute ruin. This course of action has been pursued by United States officers in opposition to the contention in the past of their Government in regard to the waters in which these seizures have taken place, in violation of the plainest dictates of international law, and in the face of repeated and vigorous protests of both the Canadian and British Governments.

The minister advises that Her Majesty's Government be again asked to give its serious and immediate attention to the repeated remonstrances of the Canadian Government against the unwarrantable action of the United States in respect to Canadian vessels in Behring Sea, with a view to obtain a speedy recognition of its just rights and full reparation for the losses sustained by its citizens.

The whole respectfully submitted.

GEO. E. FOSTER,
Minister of Marine and Fisheries.

[Inclosure No. 3.]

Hon. Mr. Hamley to Hon. Mr. Foster.

CUSTOM-HOUSE, *Victoria, September 1, 1887.*

SIR: On the 7th August the master of the United States revenue-cutter *Rush* seized in Behring Sea, 60 miles from any land, the Canadian schooner *Alfred Adams*. Her register, clearance, guns, and ammunition, and the seal skins she had taken (1,386) were all taken from her and the vessel herself ordered to Sitka. No one from the revenue-cutter was put on board by Captain Shepard, and the master of the *Alfred Adams*, instead of going as he was desired to Sitka, returned to Victoria, arriving here August 31. I forward the master's deposition before a notary public and what Captain Shepard is pleased to term a certificate of the schooner's seizure signed by himself. Mr. Drake, a solicitor, is at Sitka waiting for the case to be heard in

court; the trial was delayed for the arrival of the *Rush* and she was expected about the beginning of this month. Mr. Drake will, no doubt, report direct to the minister of justice.

I have the honor to be, sir, your obedient servant,

W. HAMLEY.

I inclose also a sealed letter addressed by Captain Shepard to the district attorney and United States marshal, at Sitka, which the master of the *Alfred Adams* brought down with him and which you can deal with in any way you think fit.

W. HAMLEY.

Hon. GEORGE E. FOSTER,
Minister of Marine.

[Inclosure No. 4.]

Declaration of W. H. Dyer.

In the matter of the seizure of the sealing schooner *Alfred Adams* by the United States revenue-cutter *Richard Rush*.

I, William Henry Dyer, of Victoria, B. C., master mariner, do solemnly and sincerely declare that :

(1) I am the master of the schooner *Alfred Adams*, of the port of Victoria, British Columbia, engaged in the business of catching seals. On the 6th of August, 1887, while on board the said schooner and in command of the same, being in latitude 54° 48' N. and longitude 167° 49' W., the United States revenue-cutter *Richard Rush* steamed alongside, lowered a boat commanded by the first lieutenant and boat's crew. The said lieutenant came on board the said *Alfred Adams* and ordered me to take the ship's register, log-book, articles, and all other of the ship's papers on board the *Richard Rush*. In obedience to his command I took all said papers and accompanied the said lieutenant on board the *Rush*. When I arrived on board the *Rush* the captain of the *Rush* asked me what was my business in the Behring Sea. I replied, taking seals. He inquired how many skins I had. I replied 1,386. He then said he would seize the ship, take the skins, arms, ammunition, and spears. I stated I did not think the ship was liable to seizure, as we had never taken a seal within 60 miles of Ounalaska nor nearer St. Paul's than 60 miles south of it, and that we had never been notified that the waters were prohibited unless landing and taking them from the island of St. Paul's. He stated he must obey the orders of his Government, and that our Government and his must settle the matter, and ordered me to proceed on board the said schooner and deliver up my arms, ammunition, skins, and spears. He sent two boats belonging to the *Rush* in charge of the first and second lieutenant of the *Rush*, respectively, and manned with sailors from the *Rush*, who came on board the said schooner (I returning in company with the first lieutenant).

They took from the said schooner 1,386 skins, 4 kegs of powder (3 triple F and 1 blasting powder), 500 shells, 3 cases of caps and primers, 9 breech-loading double-barreled shot-guns, 1 Winchester rifle, all in good order, and 12 Indian spears, and he then gave me a sealed letter addressed to the United States marshal and United States district attorney at Sitka; he also gave me an acknowledgment of the goods taken and also gave me a certificate that the said schooner was under seizure, and after being alongside for about three and a half hours, I received orders in writing to proceed to Sitka and report to the United States district attorney and marshal. We then parted company. My crew consisted of myself, mate; two seamen, one Chinese cook, and twenty-one Indians. Previous to the said seizure we had spoken the schooner *Kate*, of Victoria, and had been informed by the mate of that vessel that the crews (and particularly the Indians) taken to Sitka on schooners previously seized had been very badly treated. The Indians became very mutinous on learning that we were to proceed to Sitka and report to the United States authorities, and declared they would not go to Sitka, and to avoid trouble I came to Victoria instead of going to Sitka. I arrived in Victoria on August 31, 1887, at about 7 p. m.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the oaths ordinance, 1869.

W. H. DYER.

Declared before me this 1st day of September, 1887, at Victoria, British Columbia.

H. DALLAS HELMCKEN,
Notary Public in and for the Province of British Columbia.

[Inclosure No. 5.]

Certificate of seizure.

UNITED STATES REVENUE STEAMER RUSH,
Behring Sea, August 6, 1887.

To whom it may concern :

This will certify that I have this day seized the British schooner *Alfred Adams*, of Victoria, B. C., Captain W. H. Dyer, master, for violation of law, and have taken charge of his ship's papers, viz, register, shipping articles, clearance, bill of health, and log-book ; also her arms and seal skins.

Very respectfully,

L. G. SHEPARD,
Captain, United States Revenue Marine.

[Inclosure No. 6.]

*Hon. Mr. Hamley to Hon. Mr. Foster.*CUSTOM-HOUSE, *Victoria, July 26, 1887.*

DEAR SIR: Captain Carroll, master of the American steamer *Olympian*, has been taking parties of excursionists to Sitka, and I asked him to see the judge, Mr. Dawson, and find out something we could trust respecting the seized vessels. Dawson told him he had received no orders whatever for the release of the vessels; they have not been sold, and remain as they were, under seizure. Captain Carroll told Dawson of the telegram, dated last January, purporting to have been sent by Mr. Garland, Attorney-General at Washington, in the President's name, ordering the vessels to be released. Dawson said he had heard of it before, and that it must have been, as he termed it, a "put up thing," as nothing of the kind had reached either himself or the United States marshal at Sitka.

The serious part is, that our people, trusting to the story of the order for release, have sent thirteen vessels again this year to the sealing grounds—one has been seized already, and if the others fall in the way of the revenue-cutters they will probably be seized also. I may perhaps hear something more from the admiral when he returns from Alaska, and if so I will write to you again.

Yours, very truly,

W. HAMLEY.

Hon. GEO. E. FOSTER, etc.

[Inclosure No. 7.]

*Attorney-General to Judge Dawson.*WASHINGTON, D. C., *January 26, 1887.*

Judge LAFAYETTE DAWSON and
 M. D. BALL,

United States District Attorney, Sitka, Alaska :

I am directed by the President to instruct you to discontinue any further proceedings in the matter of the seizures of the British vessels *Carolina*, *Onward*, and *Thornton*, and discharge all vessels now held under such seizure and release all persons that may be under arrest in connection therewith.

A. H. GARLAND,
Attorney-General.

[Inclosure No. 8.]

Judge Dawson to United States marshal.

BARTON ATKINS,

United States Marshal for the District of Alaska :

You are hereby directed to release the vessels *Carolina*, *Onward*, and *Thornton*, and *San Diego*, which were seized in Behring Sea for violation of section 1956, United States Statutes, together with their tackle, apparel, skins, guns, ammunition, small boats, and everything pertaining to said vessels, this 19th day of February, 1887.

LAFAYETTE DAWSON,
District Judge, District of Alaska.

[Inclosure No. 9.]

*Messrs. Drake, Jackson & Helmcken to minister of justice.*VICTORIA, BRITISH COLUMBIA,
September 3, 1887.

SIR: We have the honor to inform you that we are in receipt of a letter from our Mr. Drake, written from Sitka, under date 28th August, in which he states that a telegram was received at Sitka relative to the schooners seized last year, from the United States Attorney-General, Garland, directing their release and discharge of the men. The judge gave an order accordingly, which was afterwards rescinded on the assumption that the telegram was a forgery. No official letter of any sort, either confirming the telegram or respecting the affair, has been received at Sitka. The schooners now seized and at Sitka are the *Anna Beck*, *W. P. Sayward*, *Dolphin*, and *Grace*. The *Alfred Adams* was also seized. The trial of the present men, Mr. Drake states, would not take place until after the arrival of the revenue-cutter *Rush*; also that, judging from the past and the views held by the court, the result would most probably be the same, and urges that immediate steps should be taken to prevent the imprisonment of the masters, and that he would obtain declarations from the masters duly certified and enter a protest at the trial.

The *Rush* was not expected at Sitka until yesterday.

Regarding the seizure of the *Alfred Adams*, we have to state that that schooner has arrived here safely. The declarations of her captain, Dyer, and his men have been duly taken, which her owners, Messrs. Guttman & Frank, of this city, yesterday handed to Hon. Mr. Hamley, collector of customs, together with a sealed letter, which the commander of the *Rush* handed to Captain Dyer to be delivered to the district attorney at Sitka. These papers no doubt Mr. Hamley has already forwarded to the proper Department.

We have since forwarded a copy of this information to the right honorable Sir John A. Macdonald, K. C. B.

We have, etc.,

DRAKE, JACKSON & HELMCKEN.

Hon. J. S. D. THOMPSON,
Minister of Justice, Ottawa.

[Inclosure No. 10.]

*Deputy minister of justice to deputy minister of fisheries.*DEPARTMENT OF JUSTICE, CANADA,
Ottawa, September 12, 1887.

SIR: I have the honor to inclose for your information a copy of a letter which has been received by the minister of justice from Messrs. Drake, Jackson & Helmcken, in which they report with reference to the sealing vessels which have been seized in the Behring Sea by the United States authorities.

I am to state that the minister of justice has taken no action with respect to this communication, but that he is of the opinion that the minister of marine and fisheries should at his earliest convenience take steps to communicate the substance thereof to the colonial office and to the British minister at Washington.

I have, etc.,

GEO. W. BURBIDGE,
D. M. J.

The DEPUTY MINISTER OF FISHERIES,
Ottawa.

No. 149.

*Lord Lansdowne to Sir L. S. West.*CITADEL, QUEBEC,
September 26, 1887.

SIR: With reference to previous correspondence I have the honor to forward herewith for your information a copy of an approved minute of the privy council of Canada, dated 21st instant, covering copies of a

report of my minister of marine and fisheries and other papers relating to the seizure and detention of the Canadian sealing schooner *Alfred Adams* and other Canadian vessels by the United States authorities in Behring Sea.

The sealed letter addressed to the United States district attorney and United States marshal at Sitka, Alaska, came into the possession of my government under the circumstances described in the statutory declaration of Captain Dyer, of the *Alfred Adams*. I shall be much obliged if you will have the goodness to cause the letter to be forwarded to Mr. Secretary Bayard. I should add, by way of explanation, that the envelope of the letter, which is described by the minister in his report as "sealed and unopened," appears to have been worn through at one end during the transmission of the papers by post.

LANSDOWNE.

Hon. L. S. SACKVILLE WEST, K. C. M. G.

No. 150.

Sir L. West to Mr. Bayard, September 29, 1887.

(Omitted here, being printed *supra*, No. 18.)

No. 151.

Sir H. Holland to Lord Lansdowne.

DOWNING STREET,
September 29, 1887.

MY LORD: I communicated on 27th instant to the secretary of state for foreign affairs copies of your lordship's dispatches Nos. 325 and 338, of the 19th and 27th of August, respectively, relating to the seizure in Behring Sea by a United States revenue-cutter of the British Columbian vessels *Grace*, *Dolphin*, and *W. P. Sayward*.

I now have the honor to transmit to you for the information of your ministers a copy of a letter from the foreign office, inclosing a copy of a dispatch which the Marquis of Salisbury has addressed upon this subject to Her Majesty's minister at Washington.

I have, etc.,

H. T. HOLLAND.

Gov. Gen. the most Hon. the MARQUIS OF LANSDOWNE,
G. C. M. G., etc.

[Inclosure No. 1.]

Foreign office to colonial office.

FOREIGN OFFICE, September 27, 1887.

SIR: I laid before the Marquis of Salisbury your letter of the 15th instant, inclosing dispatches and other papers, received from the government of Canada, relative to the seizure in Behring Sea by the United States revenue-cutter *Richard Rush* of the British Columbian vessels the *Grace*, the *Dolphin*, and the *W. P. Sayward*.

Lord Salisbury has instructed Her Majesty's minister at Washington to make representations to the United States Government in regard to these cases, in connection with those of the *Carolina*, *Onward*, and *Thornton*; and his lordship has directed Sir L. West to call attention to the fact that in the case of the *W. P. Sayward*, according to her mate's deposition, no seals were taken by her crew in Behring Sea, as is alleged in the libel of information filed in the United States district court.

I inclose a copy of the dispatch addressed to Sir L. West for the information of Secretary Sir H. Holland.

I have, etc.,

W. P. CURRIE.

The UNDER SECRETARY OF STATE,
Colonial Office.

[Inclosure No. 2.]

Lord Salisbury to Sir L. S. West.

FOREIGN OFFICE, *September 27, 1887.*

SIR: I transmit to you herewith copies of two dispatches, No. 325, 19th, and No. 338, 27th ultimo, addressed to Her Majesty's secretary of state for the colonies by the governor-general of Canada, forwarding papers relative to the seizure in Behring Sea by the United States revenue-cutter *Richard Rush* of three British Columbian vessels, the *Grace*, the *Dolphin*, and the *W. P. Sayward*.

I have to request that you will make a representation to the United States Government on the subject of the seizure and detention of these vessels, in connection with the representations which I instructed you to make in the cases of the *Onward*, the *Carolina*, and the *Thornton*, and that you will reserve all rights to compensation on behalf of the owners and crew.

You should point out to Mr. Bayard that in the case of the *W. P. Sayward*, according to the deposition of her mate, no seals had been taken by her crew in Behring Sea, as is alleged in the libel of information filed on behalf of the United States district attorney in the district court of Alaska.

I am, etc.,

SALISBURY.

Hon. Sir L. S. WEST, K. C. M. G., etc.

No. 152.

Sir H. Holland to Lord Lansdowne.

DOWNING STREET, *September 29, 1887.*

MY LORD: I have the honor to acquaint you that I duly communicated to the secretary of state for foreign affairs your telegraphic message of the 23d instant, reporting that the vessels seized in Behring Sea last year were still detained by the United States authorities.

I have now to transmit to you for communication to your ministers a copy of a dispatch which Lord Salisbury has addressed to Her Majesty's minister at Washington, dated 27th instant, directing him to inquire the reason why these vessels have not been released.

I have, etc.,

H. T. HOLLAND.

Gov. Gen. the most Hon. the MARQUIS OF LANSDOWNE, etc.

[Inclosure No. 1.]

*Lord Salisbury to Sir L. West.*FOREIGN OFFICE, *September 27, 1887.*

SIR: I transmit to you, for your information, a copy of a letter from the colonial office, dated 24th instant, inclosing a telegram from the governor-general of Canada, from which it appears that the British schooners *Carolina*, *Onward*, and *Thornton*, referred to in your dispatch No. 34 of the 4th February last, have not yet been released.

In his note of the 3d February, inclosed in your above-mentioned dispatch, Mr. Bayard stated that "orders have been issued, by the President's direction, for the discontinuance of all pending proceedings, the discharge of the vessels referred to, and the release of all persons under arrest in connection therewith."

Her Majesty's Government regret to learn that delay has taken place in the release of the three vessels, and I have to instruct you to inquire the reason why the directions of the President, as above quoted, have not been carried out.

I am, etc.,

SALISBURY.

[Inclosure No. 2.]

*Colonial office to foreign office.*DOWNING STREET, *September 24, 1887.*

SIR: With reference to your letter of the 12th August last, and to recent correspondence, I am directed by Secretary, Sir Henry Holland, to transmit to you, for such action upon it as the Marquis of Salisbury may think proper to take, a telegram received this day from the governor-general of Canada relating to the question of the release of the British Columbia sealing vessels seized by the United States authorities in Behring Sea.

This telegram appears to relate to the vessels seized last year.

I am to request to be informed of any communication which may be made to the United States Government in order that a reply may be sent to the governor-general.

I am, etc.,

JOHN BRAMSTON.

No. 153.

*Sir H. Holland to Lord Lansdowne.*DOWNING STREET, *October 8, 1887.*

MY LORD: I have the honor to transmit to you for the information of your Government, with reference to previous correspondence, a copy of a dispatch from Her Majesty's minister at Washington, dated the 22d ultimo, on the subject of Behring Sea seizures and to the question of bringing before the Fisheries Commission the Alaska seal fishery question.

I have, etc.,

JOHN BRAMSTON,
For the Secretary of State.

[Inclosure.]

Sir L. West to the Marquis of Salisbury.

BRITISH LEGATION,
Washington, September 23, 1887.

MY LORD: I have the honor to acknowledge the receipt of your lordship's dispatch No. 219, of the 10th instant, and to inform your lordship that I communicated it this day to the Secretary of State and at his request left a copy of it in his hands.

I have, etc.,

L. S. WEST.

The MARQUIS OF SALISBURY, K. G., etc.

No. 154.

No. 81.] *Sir L. S. West to Lord Lansdowne.*WASHINGTON, *October 14, 1887.*

MY LORD: With reference to my telegram of this day's date I have the honor to inclose to your excellency copy of a note which I have received from the Secretary of State expressing regret that the misconception which has arisen of the intentions and orders of the President for the release of the British schooners *Onward*, *Carolina*, and *Thornton* should have delayed their prompt execution and stating that renewed orders have been forwarded.

I have, etc.,

L. S. SACKVILLE WEST.

His Excellency the MARQUIS OF LANSDOWNE, G. C. M. G., etc.

 [Inclosure.]
Mr. Bayard to Sir L. S. West, October 13, 1887.(Omitted here, being printed *supra*, No. 25.)

No. 155.

*Sir Henry Holland to Lord Lansdowne.*No. 356.] DOWNING STREET, *October 20, 1887.*

MY LORD: I am directed by the secretary of state to transmit to you for communication to your ministers the documents specified in the annexed schedule.

I have, etc.,

H. HOLLAND.

THE OFFICER ADMINISTERING THE GOVERNMENT OF CANADA.

 [Inclosure No. 1.]
*The admiralty to the colonial office.*ADMIRALTY, *October 4, 1887.*

SIR: I am commanded by the lords commissioners of the admiralty to transmit for the information of the secretary of state for the colonies copy of a letter from the commander-in-chief on the Pacific Station, dated September 14, No. 158, inclosing a list of the schooners that have been sealing, extracted from the Victoria Colonist newspaper dated September 13.

A similar letter has been sent to the foreign office.

I am, etc.,

EVAN MACGREGOR.

The UNDER SECRETARY OF STATE,
Colonial Office.

[Inclosure No. 2.]

*Rear-Admiral Seymour to the secretary of the admiralty—Seizure of sealing schooners.*TRIUMPH, AT ESQUIMALT, *September 14, 1887.*

SIR: The sealing season being now over, I have the honor to inclose a list of the schooners that have been sealing, cut from the Victoria Colonist of yesterday's date. It is not yet known whether the five vessels "to arrive" have been seized or not, but they are overdue here.

With regard to the schooner *Alfred Adams*, I am credibly informed she was boarded by the American revenue cruiser in Behring Sea, her skins, 1,500 in number, taken out, as well as her arms, and she was told to proceed to Sitka. No one being put on board, the captain brought his vessel down here.

No orders whatever have ever been received here with regard to the release of the schooners seized last year, which are now, I believe, high and dry at Ounalaska, worm-eaten and worthless.

I have, etc.,

M. CALME SEYMOUR,
Rear-Admiral and Commander-in-Chief.

[Inclosure No. 3.]

The seal catch.—List of vessels arrived with their total catch—Schooners seized.

[From the Daily Colonist, Victoria, British Columbia, of Tuesday, 13th September, 1887.]

The following is the list of sealing schooners which have arrived in port, with their northern catches; also those to arrive and those seized. The coast catch by Indians and the spring catch by American sealers disposed of in Victoria are also appended:

VESSELS ARRIVED.

Name.	Spring catch.	Northern catch.	Total.
Pathfinder	400	2,377	2,817
Penelope	1,000	1,500	2,500
Mary Ellen	367	2,090	2,457
Lottie Fairfield	400	2,600	3,000
Mary Taylor	200	800	1,000
Mountain Chief	400	687	1,087
Black Diamond		964	
Adela	164	1,350	1,514

VESSELS TO ARRIVE.

Ada	349		
Kate	1,030		
Favorite			
Theresa	307		
Triumph	21		

VESSELS SEIZED.

Dolphin			} 1,500
Grace			
Anna Beck			
W. P. Sayward			
Alfred Adams			

The number of seals caught by American schooners and sold in this city is as follows:

Name.	Number of seals.	Name.	Number of seals.
Helen Blum	436	City of San Diego	200
Sylvia Handy	139	Vanderbilt	617
San Jose	197	Discovery	250

The Neah Bay schooner *Lottie's* northern catch was disposed of the other day and amounted to 700 skins.

This makes the total catch, as far as could be gleaned yesterday, 19,046 skins by British vessels and 2,539 skins disposed of by American schooners.

The catch off the west coast by the Indians and sold to store-keepers was 500.

The total number of skins brought into port for this season will represent in dollars, at \$6.50 per skin, the handsome sum of \$140,302.50.

No. 156.

Lord Lansdowne to Sir H. Holland.

No. 408.]

OCTOBER 20, 1887.

SIR: With reference to previous correspondence upon the subject of the seizure of British sealing vessels in Behring Sea, I have the honor to forward, for your information, a clipping from the Toronto Mail of the 17th instant, publishing in full the Canadian brief prepared by Mr. Drake, Q. C., and filed in the Alaska courts on behalf of the officers of the British sealers seized in Behring Sea.

I also inclose for your information a clipping from the New York Herald of the 13th instant, giving the United States brief filed in the district court at Sitka by Mr. A. K. Delaney, as counsel for the United States Government.

I have, etc.,

LANSDOWNE.

The Right Hon. Sir HENRY HOLLAND, *Bart., etc.*

[Inclosure No. 1.]

BEHRING SEA.—MR. DRAKE'S MASTERLY ANSWER TO AMERICAN PRETENSIONS.

[Extract from Toronto Mail.]

The Russian claim discussed—Position assumed by the States untenable—Going beyond the recognized law of nations—The seizures entirely illegal.

[From our own correspondent.]

OTTAWA, October 16.

Hitherto only a brief résumé of Mr. Drake's brief in the Alaska courts has been published. As the United States press has recently been making a great parade over the American Government's case, it may not be out of place to give in full the brief prepared by Mr. Drake himself, and filed on behalf of the officers of the British sealers in Behring Sea.

THE BRIEF.

[United States court, district of Alaska. The United States, plaintiff, *vs.* J. D. Warren and J. C. Riley, defendants.]

Brief in support of the demurrer, filed herein the 30th August, 1887, on behalf of the masters and owners of the British schooners *Anna Beck*, *Dolphin*, *Grace*, and *W. P. Sayward*, seized by the United States cutter for an alleged infraction of an act of the United States Congress, No. 120, being an act to prevent the extermination of fur-bearing animals in Alaska. The act is directed against killing seals in the waters adjacent to the Islands of St. Paul and St. George, and does not refer to any other waters in Behring Sea; but on referring to section 1956 of the Revised Statutes, the language used is somewhat different, prohibiting the killing of fur-bearing animals within the limits of Alaska Territory or the waters thereof. The first question then to be decided is what is meant by the waters thereof. If the defendants are bound by the treaty between the United States and Russia ceding Alaska to the United States, then it appears that Russia in 1822 claimed absolute territorial sovereignty over the Behring Sea, and purported to convey practically one-half of that sea to the United States. But are the defendants, as men belonging to a country on friendly terms with the United States, bound by this assertion of Russia? And can the United States claim that the treaty conveys to them any greater right than Russia herself possessed in these waters? In other words, the mere assertion of a right contrary to the comity of nations can confer on the grantees no rights in excess of those recognized by the laws of nations. In inquiring what that right was and how far it was submitted to by the other powers interested, namely, Great Britain and the United States, we find the United States minister at St. Petersburg in 1822, combatting the pretensions of Russia to a jurisdiction over the waters of Behring Sea for a distance of 100 miles from the coast (for this was the extent of Russia's claim in 1822) in the following expressive language: "The existence of territorial rights to the distance of 100 miles from the coast and the prohibition of approaching to the same distance from these coasts and from those of all intervening islands are innovations on the law of nations and measures unexampled."

We thus find that the assumption of a limited sovereignty over the waters of Alaska was challenged by the United States, and in consequence was not persisted in, and on the 17th April, 1824, a convention was concluded between the United States and Russia, whereby it was agreed, "that in any part of the great ocean commonly called the Pacific Ocean, or South Sea, the respective citizens, subjects of the high contracting powers, should be neither disturbed nor restrained either in navigation nor in fishing, or in the power of resorting to the coasts upon points which might not then already have been occupied for the purpose of trading with the natives, saving always the restrictions and conditions contained in certain articles attached to the treaty referring to illicit trade with the Indians."

THE RUSSO-BRITISH TREATY.

The Government of Great Britain, on the 28th February, 1825, also entered into a treaty with Russia in consequence of the same extravagant pretensions of Russia, which treaty contains the following provisions: "It is agreed that the respective subjects of the high contracting parties shall not be troubled or molested in any part of the ocean commonly called the Pacific Ocean, either in navigating the same or fishing therein, or in landing at such parts of the coast as shall not have been already occupied in order to trade with the natives under the conditions and restrictions specified in the then following articles." These restrictions are not dissimilar from those attached to the treaty with the United States. In order to ascertain what were the pretensions of Russia which led to these treaties it is necessary to refer to the edict of the autocrat of all the Russias. By section 1 it is enacted: "That the pursuits of commerce, whaling and fishing, and all other industries on all islands, ports, and gulfs, including the whole of the northwest coast of America, beginning from Behring Straits to 51° of north latitude; also from the Aleutian Islands to the eastern coast of Siberia, as well as along the Kurile Islands from Behring Straits to the south cape of the island of Bruck, namely, 45° 50' northern latitude, is exclusively granted to Russian subjects. Section 2. It is therefore prohibited to all foreign vessels not only to land on the coasts and islands belonging to Russia, but also to approach them within less than 100 Italian miles. The transgressor's vessel is subject to confiscation along with the whole cargo."

RUSSIA'S CLAIM.

Thus it appears that Russia claimed 100 miles from the coasts of all the islands, as well as the mainland of Behring Sea, and south to 45° 50'. It was this claim that

led to the indignant remonstrance of the United States and Great Britain, and to the treaties before referred to, and shows that Behring Sea was included in the term "Pacific Ocean." The pretensions of Russia were never revived, and the citizens of Great Britain as well as the United States had free access at all times to these waters in navigating and fishing without any restriction. And Russia's claim was never revived until she purported to cede to the United States a portion of Behring Sea. Russia could not sell what she did not own, and the United States could not claim that which it was not in the power of Russia to sell. The treaty with England has never been abrogated, and was in force when the cession to the United States took place, and there was no need to protest against the extravagant pretensions of Russia in purporting to dispose of the high seas, as until last year no attempt has been made to enforce such a claim. The United States have always been the strongest upholders of the law of nations, and on this head Kent's Commentaries, page 28: "The open sea is not capable of being possessed as private property; the free use of the ocean for navigation and fishing is common to all mankind, and the public jurists generally and explicitly deny that the main ocean can ever be appropriated." He also refers to the claim of Russia, and in another place he states that "the United States have recognized the limitation of a marine league for general territorial jurisdiction by authorizing the district courts to take cognizance of all captures made within a marine league of the American shore." See act of Congress, June 5, 1794. And in Wharton's International Law Digest, page 32, the author says: "The limit of one sea league from shore is provisionally adopted as that of the territorial sea of the United States," and "our jurisdiction has been fixed to extend three geographical miles from our shore, with the exception of any waters or bays which are so land-locked as to be unquestionably within the jurisdiction of the United States, be their extent what they may."

Behring Sea is not a gulf or bay, and is not land-locked by the lands of the United States. Wharton again states that "a vessel on the high seas beyond the distance of a marine league from the shore is regarded as part of the territory of the nation to which she belongs." And Mr. Seward, in a letter to Mr. Tassara, December 16, 1862, tersely states the principle as follows: "There are two principles bearing on the subject which are universally admitted: (1) that the sea is open to all nations, and (2) that there is a portion of the sea adjacent to every nation over which the sovereignty of that nation extends to the exclusion of every other political authority."

A third principle bearing on the subject is that the exclusive sovereignty of a nation abridging the universal liberty of the seas extends no further than the power of the nation to maintain it by force stationed on the coast extends. "*Terræ dominium finitur ubi finitur armorum vis*" (the sovereignty of the coast ends where the power to control it by force of arms terminates). It thus appears that by the comity of nations, sanctioned and approved by American jurists, that the high seas are open to all; that the territorial authority only extends to a marine league or, at all events, not further than a force on shore can protect the coasts.

It also appears that the United States in claiming sovereignty over the Behring Sea is claiming something beyond the well-recognized law of nations, and bases her claim upon the pretensions of Russia, which were successfully repudiated by both Great Britain and the United States. A treaty is valid and binding between the parties to it, but it cannot affect others who are not parties to it. It is an agreement between nations, and would be construed in law like an agreement between individuals. Great Britain was no party to it and therefore is not bound by its terms.

It is therefore contended that the proceedings taken against the present defendants are *ultra vires* and without jurisdiction. But, in order to press the matter further, it may be necessary to discuss the act itself under which the alleged jurisdiction is assumed. The act must be construed by what appears within its four corners and not by any extrinsic document. It is an act defining a criminal offense, and an act which abridges the privileges and immunities of citizens must be most strictly construed; and nothing but the clearest expression can or ought to be construed against the interest of the public in applying this principle to the present case. The terms used in the act itself are "the waters adjacent to the islands of St. George and St. Paul." "Adjacent," in Wharton, page 846, is held to be adjacent to the coast and within the territorial jurisdiction of the country. This language, then, does not apply to these defendants who are fifty miles from the nearest coast. In section 1956 the language is "the waters of Alaska." This must also be construed by the universal law as applying to the territorial limit only. And in a letter from Mr. Evarts to Mr. Foster, in April, 1879, referring to a case in which certain American merchant vessels were seized by the Mexican authorities for an alleged breach of the revenue laws, although distant more than three miles from shore it was held to be an international offense, and was not cured by a decree in favor of the assailants by a Mexican court. So here it is submitted that a decree of your honor's court will not give any validity to the seizures here made, and the defendants in filing their demurrer and submitting this argument do not thereby waive their rights or submit to the jurisdiction of the court.

No. 157.

Lord Lansdowne to Sir H. Holland.

No. 409.]

OTTAWA, October 20, 1887.

SIR: I have the honor to transmit to you a copy of an approved report of a committee of the privy council, to which is appended a copy of a dispatch from his honor the lieutenant-governor of British Columbia, covering a minute of his executive council, dated 15th instant, setting forth the value to British Columbia of the present sealing industry in Behring Sea.

You will observe that the executive council of British Columbia consider that the rights of British subjects, as regards the Behring Sea, should be included in the scope of the duties of the international fisheries commission.

I have, etc.,

LANSDOWNE.

The Right Hon. Sir H. HOLLAND, *Bart., etc.*

[Inclosure No. 1.]

Certified copy of report of a committee of the honorable the privy council, approved by his excellency the governor-general in council on the 15th October, 1887.

The committee of the privy council have had under consideration a despatch, dated 15th September, 1887, from the lieutenant-governor of British Columbia, enclosing copy of a minute of his executive council on the subject of the seizure of British sealing vessels in Behring Sea, and pointing out the threatened destruction of an important and growing industry in British Columbia, by a repetition of outrages on the part of United States cruisers.

The minister of marine and fisheries, to whom the despatch and enclosures were referred, recommends that the Government of British Columbia be informed that no opportunity has been neglected on the part of the Dominion Government of bringing to the attention of the Government of Her Majesty the unlawful seizure of Canadian vessels in Behring Sea, and requesting that a speedy and satisfactory settlement of the losses sustained be urged upon the United States Government, and that the representations made by the Government of British Columbia have been forwarded to Her Majesty's Government.

The committee advise that the secretary of state be authorized to transmit a copy of this minute to the lieutenant-governor of British Columbia for the information of his government.

All which is respectfully submitted for your excellency's approval.

JOHN J. MCGEE,
Clerk Privy Council.

[Inclosure No. 2.]

Letter of the lieutenant-governor of British Columbia.

HARRISON HOT SPRINGS, BRITISH COLUMBIA,
September 15, 1887.

SIR: I have the honor to transmit herewith copy of a minute of my executive council, approved by me on the 9th instant, representing the value to the Province of British Columbia of the present sealing industry in Behring Sea, the number of vessels, men, etc., engaged in the same, the loss to the Province certain to ensue from the destruction of this trade by the seizures and confiscations made by the United States cruisers. That the rights of British subjects should have the same protection and consideration on the Pacific as on the Atlantic, and that full compensation and redress for injuries already received, and assurances of future non-interference should be obtained from the United States Government.

That this question should be included in the scope of the duties of the international fishery commission, now understood to be in process of organization, and that it is desirable said commission should hold some of its sittings in Victoria for reasons therein set forth, etc.

I have the honor to be, sir, your obedient servant,

HUGH NELSON,
Lieutenant-Governor.

The SECRETARY OF STATE,
Ottawa.

[Inclosure No. 3.]

Copy of a report of a committee of the honorable the executive council, approved by his honor the lieutenant-governor on the 9th day of September, 1887.

On a memorandum from the honorable the minister of finance and agriculture, dated the 6th September, 1887, setting forth—

That there are usually engaged in seal fishing in Behring Sea seventeen vessels wholly owned by people residing in this city, of the aggregate value of \$125,000.

That the outfit for each semi-annual voyage of these vessels represents an expenditure of \$75,000, equal to \$150,000 a year.

That each of these vessels, on an average, employs a crew of five whites and about twenty Indians or fifteen to eighteen whites as hunters.

That the probable aggregate value of the product of each voyage is \$200,000, or \$400,000 a year.

That this industry though as yet only in its infancy, is a very important one for so small a community

That the glaring and unlawful seizures and confiscations in Behring Sea during last season and the present year are completely crushing out this infant industry and causing ruin and, in several known instances, actual distress to those who have invested their all in the business and relied upon it for a livelihood.

That the destruction of this industry not only entails ruin and distress upon those directly engaged therein, but it affects most injuriously the trade of the province and drives from these waters a race of hardy and adventurous fishermen, who, with their families, are large consumers, and who would in time become a very important element of strength, if not the nucleus of the future navy of Canada on the Pacific.

That the rights and interests of British subjects, whether in fisheries or in commerce, are entitled to the same consideration and protection on the Pacific as on the Atlantic, and that it is therefore the duty of the Dominion Government to employ every proper means for obtaining immediate and full compensation and redress for past injuries and wrongs, as well as to guard against the possibility of a repetition of these high-handed outrages in the future.

That it is believed to be desirable that this question should be included in the scope of the duties of the international commission now understood to be in process of organization for the settlement of the fishery disputes existing between Canada and the United States of America, and it is considered most important that the said commission should hold one or more of its sittings in this city, in order that those more directly acquainted with and interested in the Pacific fisheries may have a better opportunity of being heard and making the commissioners more thoroughly acquainted with the subject than would otherwise be possible.

The committee advise approval and that a copy of this minute be forwarded to the honorable the secretary of state for Canada.

Certified.

JNO. ROBSON,
Clerk Executive Council.

No. 158.

Sir L. West to Mr. Bayard, October 26, 1887.

(Omitted here, being printed *supra*, No. 31.)

No. 159.

Sir H. Holland to Lord Lansdowne.

DOWNING STREET, November 4, 1887.

MY LORD: I have the honor to transmit to you for the information of your ministers, with reference to your dispatch, No. 372, of the 26th of September, the accompanying copy of a correspondence between this department and the foreign office, 12th and 20th October, 1887, respecting the seizures of British vessels in Behring Sea.

Her Majesty's minister at Washington has now been instructed to give to the Secretary of State of the United States a copy of Mr. Foster's report of the 15th of September, on which subject telegraphic communications have passed between myself and Your Lordship.

I have, etc.,

H. T. HOLLAND.

Gov. Gen. the Most Hon. the MARQUIS of LANSDOWNE, etc.

[Inclosure No. 1.]

The colonial office to the foreign office.

DOWNING STREET, October 17, 1887.

SIR: I am directed by Secretary Sir H. Holland to transmit to you, to be laid before the Marquis of Salisbury, copy of a dispatch from the governor-general of Canada, dated 26th September, with its inclosures, respecting the seizure in Behring Sea of the British schooner *Alfred Adams*.

These papers appear to Sir H. Holland to point to a serious state of things, which seem to make it necessary that some decided action in the matter should be taken by Her Majesty's Government. And he would suggest for the consideration of Lord Salisbury, whether it would not be desirable to instruct Sir L. West, unless he has already done so, formally to protest against the right assumed by the United States of seizing vessels for catching seals beyond the territorial waters of Alaska.

I am to add that Sir H. Holland makes this suggestion, as Mr. Bayard is reported in the newspapers to have stated that no protest against their right to seize had been made, and to have assumed therefore that Her Majesty's Government did not really dispute it.

I am, etc.,

JOHN BRAMSTON.

The UNDER SECRETARY OF STATE,
Foreign Office.

[Inclosure No. 2.]

The foreign office to the colonial office.

FOREIGN OFFICE, October 20, 1887.

SIR: I am directed by the Marquis of Salisbury to acknowledge the receipt of your letter of the 17th instant, inclosing copies of a correspondence received from the governor-general of Canada, relative to the seizures made by the authorities of the United States of certain British vessels when engaged in seal-fishing in Behring Sea.

With reference to the latest case reported, that of the Canadian schooner *Alfred Adams*, I am to request that you will inform Sir H. Holland that a telegram has been sent to Her Majesty's minister at Washington, directing him to make a protest to the United States Government against the seizure of that vessel and the continuance on the high seas of similar proceedings by the authorities of the United States.

With regard to the report that it had been stated by Mr. Bayard that no protest had been made against the right of those authorities to make the seizures, and that it had therefore been assumed that Her Majesty's Government did not really dispute the

right, I am to remind you that Sir L. West, acting on the instructions which were given to him by the Earl of Iddesleigh on the 20th of October, 1886, addressed a note to the United States Secretary of State protesting in the name of Her Majesty's Government against the seizure of the three Columbian schooners, *Thornton*, *Onward*, and *Caroline*, by the United States revenue cruiser *Corwin*. This correspondence was forwarded with my letter of the 16th of November last.

I am further to point out that the directions given to Sir L. West in regard to subsequent seizures of other British vessels in Behring Sea during the present fishing season which were embodied in Lord Salisbury's dispatches, Nos. 219 and 229 of the 10th and 27th ultimo (copies of which were also communicated to you on those dates respectively), amount to a protest against the assumption by the United States Government of their right to seize British vessels on the high seas in those waters.

I am to request that in laying this letter before Sir H. Holland, you will move him to ascertain by telegraph whether the report of Mr. Foster (the Canadian minister of marine and fisheries) of the 15th ultimo, has been communicated by Lord Lansdowne, with the papers attached, to Her Majesty's minister at Washington, as suggested in the report.

On learning that this has been done, Lord Salisbury proposes to authorize Sir L. West to give a copy of them to Mr. Bayard.

I am, etc.,

J. PAUNCEFOTE.

No. 160.

Sir H. Holland to Lord Lansdowne.

DOWNING STREET, November 16, 1887.

MY LORD: I have the honor to transmit to you, for communication to your ministers, with reference to your dispatches of the numbers and dates, No. 408, October 20, No. 372, September 26, telegram September 23, the accompanying printed correspondence received from the foreign office respecting the seizure of the British Columbian sealing vessels in Behring Sea.

I have, etc.,

H. T. HOLLAND.

Gov. Gen. the Most Hon. the MARQUIS OF LANSDOWNE,
K. C. M. G.

[Inclosure No. 1.]

Sir L. West to the Marquis of Salisbury.

WASHINGTON, October 12, 1887.

MY LORD: In accordance with the instructions contained in your lordship's telegram, No. 39, of the 27th ultimo, I addressed a note to the Secretary of State, copy of which I had the honor to inclose to your lordship in my dispatch, No. 273, of the 28th ultimo, inquiring the reason why the vessels referred to in his note of the 3d of February last had not been released, and I now inclose copy of the reply which I have received thereto.

I have, etc.

L. S. SACKVILLE WEST.

[Inclosure No. 2.]

Mr. Bayard to Sir L. West, October 11, 1887.

(Omitted here, being printed *supra*, No. 22.)

[Inclosure No. 3.]

Sir L. West to the Marquis of Salisbury.

WASHINGTON, October 12, 1887.

MY LORD: With reference to your lordship's dispatch, No. 220, of the 15th ultimo, respecting the judicial proceedings in the cases of the schooners *Carolina*, *Onward*, and *Thornton*, I have the honor to refer to the memoranda contained in my dispatches, No. 261, of the 8th, and No. 263, of the 9th September. From what I can ascertain, the notice of appeal in these cases is still lying in the Sitka court, for there is no court to which, under the act of Congress, the injured parties could appeal, and as in the case of the American vessel *San Diego*, no further steps can be taken in the matter.

I have, etc.,

L. S. SACKVILLE WEST.

[Inclosure No. 4.]

Sir L. West to the Marquis of Salisbury.

WASHINGTON, October 12, 1887.

MY LORD: In accordance with the instructions contained in your lordship's dispatch, No. 229, of the 27th ultimo, I addressed a note to the Secretary of State, copy of which I have the honor to inclose herewith, making similar representations respecting the seizure of the British vessels *Grace*, *Dolphin*, and *W. P. Sayward*, as were made in the cases of the *Onward*, *Carolina*, and *Thornton*, and reserving all rights to compensation on behalf of the owners and crews.

I have, etc.,

L. S. SACKVILLE WEST.

[Inclosure No. 5.]

Sir L. West to Mr. Bayard, October 12, 1887.(Omitted here, being printed *supra*, No. 23.)

[Inclosure No. 6.]

Sir L. West to the Marquis of Salisbury.

WASHINGTON, October 14, 1887.

MY LORD: I have the honor to inclose your lordship herewith copy of the reply which I have received to my note of the 12th instant, copy of which was inclosed in my dispatch of No. 278, of the 12th instant, respecting the seizure of the *Grace*, *Dolphin*, and *W. P. Sayward*.

I have, etc.,

L. S. SACKVILLE WEST.

[Inclosure No. 7.]

Mr. Bayard to Sir L. West, October 13, 1887.(Omitted here, being printed *supra*, No. 26.)

[Inclosure No. 8.]

Sir L. West to the Marquis of Salisbury.

WASHINGTON, October 14, 1887.

MY LORD: With reference to the note from the Secretary of State, copy of which was inclosed in my dispatch, No. 276, of the 12th instant, I have the honor to inclose to your lordship herewith copy of a further reply to my note of the 29th ultimo, ex-

pressing regret that misconception of the intentions and orders of the President for the release of the sealers *Onward*, *Carolina*, and *Thornton* should have delayed their prompt execution, and stating that renewed orders have been forwarded.

I have communicated copy of this note to the Marquis of Lansdowne, the substance of which I telegraphed your lordship this day.

I have, etc.,

L. S. SACKVILLE WEST.

[Inclosure No. 9.]

Mr. Bayard to Sir L. West, October 13, 1887.

(Omitted here, being printed *supra*, No. 25.)

[Inclosure No. 10.]

Sir L. West to the Marquis of Salisbury.

WASHINGTON, October 20, 1887.

MY LORD: I have the honor to inclose to your lordship herewith copy of a note, which upon the receipt of your lordship's telegram of the 19th, I addressed to the Secretary of State protesting against the seizure of the Canadian vessel *Alfred Adams*, in Behring Sea, and against the continuation of similar proceedings by the United States authorities on the high seas.

I have, etc.,

L. S. SACKVILLE WEST.

[Inclosure No. 11.]

Sir L. West to Mr. Bayard, October 19, 1887.

(Omitted here, being printed *supra*, No. 29.)

No. 161.

Sir H. Holland to Lord Lansdowne.

No. 399.]

DOWNING STREET, November 24, 1887.

MY LORD: With reference to my dispatches of the 4th and 16th instant, I have the honor to transmit to you herewith, for communication to your Government, a copy of a dispatch received through the foreign office from Her Majesty's minister at Washington with its inclosure relating to the seizure of the *Alfred Adams* in Behring Sea.

I have, etc.,

H. T. HOLLAND.

Gov. Gen., the Most Hon. the MARQUIS OF LANSDOWNE, G. C. M. G.

[Inclosure No. 1.]

Sir L. S. West to the Marquis of Salisbury.

WASHINGTON, October 23, 1887.

MY LORD: With reference to my dispatch No. 288 of the 20th instant, in which I had the honor to inclose copy of the note which, according to instructions, I addressed

to the United States Government on the subject of the seizure of the *Alfred Adams*, in Behring Sea, I have the honor to transmit herewith copy of Mr. Bayard's reply, in which he acknowledges the receipt of my above-mentioned communication.

I have, etc.,

L. S. SACKVILLE WEST.

[Inclosure No. 2.]

Mr. Bayard to Sir L. S. S. West, October 22, 1887.

(Omitted here, being printed *supra*, No. 30.)

No. 162.

Sir H. Holland to Lord Lansdowne.

DOWNING STREET, *December 7, 1887.*

MY LORD: I have the honor to transmit to your lordship herewith, for your information and for that of your ministers, a copy of a dispatch, received through the foreign office, which has been addressed by the secretary of state for foreign affairs to Her Majesty's plenipotentiaries at the fisheries conference at Washington, relative to a proposed international convention for the protection of seals in Behring Sea.

I have, etc.,

H. T. HOLLAND.

Gov. Gen. the most Hon. the MARQUIS OF LANSDOWNE,
G. C. M. G., etc.

[Inclosure.]

Lord Salisbury to Her Majesty's plenipotentiaries at the Fisheries Conference.

FOREIGN OFFICE, *December 2, 1887.*

GENTLEMEN: I received on the 26th instant a telegram from Mr. Chamberlain, inquiring whether a proposal for an international conference in regard to the Behring Sea fisheries had been accepted by Her Majesty's Government.

You are aware from the correspondence which is in your possession that communications with reference to a proposal, which would appear to have been addressed to some of the maritime powers by the United States foreign international convention for the protection of seals in the Behring Sea, were received last October from the German and Swedish chargés d'affaires in London.

No definite invitation, however, for an international understanding on this question has yet been received from the Government of the United States by Her Majesty's Government.

In answer to a question from Mr. Phelps, I have expressed myself as being favorably disposed to negotiating for an agreement as to a close season in all seal fisheries to whomsoever belonging, but I carefully separated the question from all controversies as to fishery rights.

I am, etc.,

SALISBURY.

Her Majesty's PLENIPOTENTIARIES.

No. 163.

Lord Lansdowne to Sir Henry Holland.

OTTAWA, January 19, 1888.

SIR: In reference to my former dispatches upon the subject of the seizure of Canadian sealing vessels, during the years 1886 and 1887, by United States cruisers, for fishing in Behring Sea, I have the honor to report that my minister of marine and fisheries has received from the customs authorities at Victoria an intimation addressed by the United States marshal at Sitka to Mr. Spring, the owner of the *Onward*, one of the three vessels seized in 1886, to the effect that that vessel as well as the *Thornton* and *Carolina*, with their tackle, apparel, and furniture, as they now lie in the harbor of Ounalaska, are to be restored to their owners. A copy of this intimation is inclosed herewith.

(2) The information received by my minister is to the effect that the condition of these three vessels, owing to the length of time during which they have been lying on the shore, is now such as to render it questionable whether they could, under the present circumstances, be repaired and removed with advantage. The difficulty of doing this would be increased from the fact that the vessels have been released at a season of the year in which, owing to the great distance between Victoria and Ounalaska, it would be scarcely possible for the owners to fit out steamers for the purpose of going up to Ounalaska to repair their vessels and bring them home.

(3) I also inclose herewith a copy of an extract from a British Columbia newspaper (the name and date of the publication are not given), from which it would appear that the district judge has made an order for the sale of arms and ammunition taken from the three schooners in question, upon the supposed ground that as the instructions sent by the United States Government to Sitka for the liberation of the vessels made no mention of the arms and ammunition on board of them, the court concluded that these should be confiscated and sold. It would seem from the same extract that the remaining vessels held in Alaska are not included in the order sent by the United States Government for the release of the *Thornton*, *Carolina*, and *Onward*, and are therefore likely to be sold with their contents and equipment.

(5) I have already dwelt at sufficient length upon the extent of the hardships involved to the crews and the owners of these vessels by the action of the United States Government, and I will only upon the present occasion remind you that another fishing season is approaching, and that as far as my Government is aware, no declaration has been made by that of the United States in regard to the policy which it intends to adopt during the course of the year which has just commenced.

I have, etc.,

LANSDOWNE.

The Right Hon. Sir HENRY HOLLAND, *Bart.*, etc.

[Inclosure 1.]

Mr. Barton Atkins to Mr. C. Spring.

DISTRICT OF ALASKA, OFFICE OF UNITED STATES MARSHAL,
Sitka, December 5, 1887.

SIR: I take pleasure in informing you and the other owners of the schooners seized in the Behring Sea by the U. S. S. *Corwin* that I am in receipt of orders from Washington

to restore to their owners the schooners *Onward*, *Thornton*, and *Carolina*, their tackle, apparel, and furniture, as they now lie in the harbor of Ounalaska. Orders for their release have been forwarded to their custodian at Ounalaska.

Very respectfully,

BARTON ATKINS,
United States Marshal, District of Alaska.

Mr. C. SPRING,
Victoria, B. C.

[Inclosure 2.—Extract from an American newspaper (name and date unknown).]

Alaska news—The sealers and what will be done with them.

Judge Dawson has made an order for the sale at Juneau of the arms and ammunition taken from the British schooners *Thornton*, *Carolina*, and *Onward*, captured last year by the *Corwin*. Attorney-General Garland sent instructions to Sitka to have the three vessels liberated, but as he made no mention of the arms and ammunition the court concluded that they must be sold, and gave directions accordingly.

The marshal has further been authorized to sell the schooner *W. P. Sayward* (British), and the *Alpha*, *Kate*, *Anna*, and *Sylvia Handy* (American), together with their boats, tackle, and furniture. By stipulation entered into last September between Mr. Delaney, acting for the United States, and Mr. Drake, Q. C., representing the Canadian Government, the remaining British schooners can not be sold until the expiration of three months from the 11th of January next, and then only by the district attorney giving the owners ninety days' notice.

APPLICATION GRANTED.

In the cases of the schooners *Lily L.*, *W. P. Sayward*, *Annie*, *Allie J. Alger*, *Alpha*, *Kate* and *Anna*, and *Sylvia Handy*, an application made by Attorney W. Clark, counsel for the owners, for leave to appeal to the Supreme Court of the United States was granted.

A motion presented by the same attorney for a stay of proceedings for three months in the cases of the *W. P. Sayward*, *Alpha*, *Kate* and *Anna*, and the *Sylvia Handy*, was refused by the court on the ground that the owners had had ample time in which to prepare for their appeals, and it was entirely their own fault if they had not done so.

PART IV.

PRIOR CORRESPONDENCE RELATIVE TO BEHRING SEA, ALASKA, THE SEA OF OKHOTSK, AND THE RUSSIAN UKASE OF 1821.

No. 164.*

Mr. Poletica to Mr. Adams.

[Translation.]

WASHINGTON, *January 30 [February 11], 1822.*

The undersigned, envoy extraordinary and minister plenipotentiary of His Majesty the Emperor of all the Russias, in consequence of orders which have lately reached him, hastens herewith to transmit to Mr. Adams, Secretary of State in the Department of Foreign Affairs, a printed copy of the regulations adopted by the Russian-American Company, and sanctioned by His Imperial Majesty, relative to foreign commerce in the waters bordering the establishments of the said company on the northwest coast of America.

The undersigned conceives it to be, moreover, his duty to inform Mr. Adams that the Imperial Government, in adopting the regulation, supposes that a foreign ship, which shall have sailed from a European port after the 1st of March, 1822, or from one of the ports of the United States after the 1st of July of the same year, can not lawfully pretend ignorance of these new measures.

The undersigned, etc.,

PIERRE DE POLETICA.

[Inclosure I.]

Edict of His Imperial Majesty, Autocrat of all the Russias.

The directing senate maketh known unto all men :

Whereas in an edict of His Imperial Majesty, issued to the directing senate on the 4th day of September, and signed by His Majesty's own hand, it is thus expressed :

“Observing, from reports submitted to us, that the trade of our subjects on the Aleutian Islands and on the northwest coast of America, appertaining unto Russia, is subject, because of secret and illicit traffic, to oppression and impediments; and finding that the principal cause of these difficulties is the want of rules establishing the boundaries for navigation along these coasts, and the order of naval communication, as well in these places as on the whole of the eastern coast of Siberia and the Kurile Islands, we have deemed it necessary to determine these communications by specific regulations, which are hereto attached.

* Nos. 164 to 173, inclusive, are here reprinted from “American State Papers, Foreign Relations.”

"In forwarding these regulations to the directing senate, we command that the same be published for universal information, and that the proper measures be taken to carry them into execution."

COUNT D. GURIEF,
Minister of Finances.

It is therefore decreed by the directing senate that His Imperial Majesty's edict be published for the information of all men, and that the same be obeyed by all whom it may concern.

[The original is signed by the directing senate.]

Printed at St. Petersburg. In the senate, September 7, 1821.

[On the original is written, in the handwriting of His Imperial Majesty, thus:]

Be it accordingly,

ALEXANDER.

KAMENNOY OSTROFF, *September 4, 1821.*

[Inclosure II.]

Rules established for the limits of navigation and order of communication along the coast of the Eastern Siberia, the northwestern coast of America, and the Aleutian, Kurile, and other islands.

SEC. 1. The pursuits of commerce, whaling, and fishing, and of all other industry, on all islands, ports, and gulfs, including the whole of the northwest coast of America, beginning from Behring Strait to the fifty-first degree of northern latitude; also from the Aleutian Islands to the eastern coast of Siberia, as well as along the Kurile Islands from Behring Strait to the south cape of the island of Urup, viz, to 45° 50' northern latitude, are exclusively granted to Russian subjects.

SEC. 2. It is therefore prohibited to all foreign vessels not only to land on the coasts and islands belonging to Russia, as stated above, but also to approach them within less than a hundred Italian miles. The transgressor's vessel is subject to confiscation, along with the whole cargo.

SEC. 3. An exception to this rule is to be made in favor of vessels carried thither by heavy gales, or real want of provisions, and unable to make any other shores but such as belong to Russia; in these cases they are obliged to produce convincing proofs of actual reason for such an exception. Ships of friendly governments, merely on discoveries, are likewise exempt from the foregoing rule (section 2). In this case, however, they must previously be provided with passports from the Russian minister of the navy.

* * * * *

No. 165.

Mr. Adams to Mr. Poletica.

DEPARTMENT OF STATE,
Washington, February 25, 1822.

SIR: I have the honor of receiving your note of the 11th instant, inclosing a printed copy of the regulations adopted by the Russian American Company, and sanctioned by His Imperial Majesty, relating to the commerce of foreigners in the waters bordering on the establishments of that company upon the northwest coast of America.

I am directed by the President of the United States to inform you that he has seen with surprise, in this edict, the assertion of a territorial claim on the part of Russia, extending to the fifty first degree of north latitude on this continent, and a regulation interdicting to all commercial vessels other than Russian, upon the penalty of seizure and confiscation, the approach upon the high seas within 100 Italian miles of the shores to which that claim is made to apply. The relations of

the United States with His Imperial Majesty have always been of the most friendly character; and it is the earnest desire of this Government to preserve them in that state. It was expected, before any act which should define the boundary between the territories of the United States and Russia on this continent, that the same would have been arranged by treaty between the parties. To exclude the vessels of our citizens from the shore, beyond the ordinary distance to which the territorial jurisdiction extends, has excited still greater surprise.

This ordinance affects so deeply the rights of the United States and of their citizens that I am instructed to inquire whether you are authorized to give explanations of the grounds of right, upon principles generally recognized by the laws and usages of nations, which can warrant the claims and regulations contained in it.

I avail, etc.,

JOHN QUINCY ADAMS.

No. 166.

Mr. Poletica to Mr. Adams.

WASHINGTON, *February* 28, 1822.

Mr. Poletica replied on the 28th of the same month, and after giving a summary of historical incidents which seemed to him to establish the title of Russia to the territories in question by first discovery, said:

"I shall be more succinct, sir, in the exposition of the motives which determined the Imperial Government to prohibit foreign vessels from approaching the northwest coast of America belonging to Russia within the distance of at least 100 Italian miles. This measure, however severe it may at first appear, is, after all, but a measure of prevention. It is exclusively directed against the culpable enterprises of foreign adventurers, who, not content with exercising upon the coasts above mentioned an illicit trade very prejudicial to the rights reserved entirely to the Russian American Company, take upon them besides to furnish arms and ammunition to the natives in the Russian possessions in America, exciting them likewise in every manner to resist and revolt against the authorities there established.

"The American Government doubtless recollects that the irregular conduct of these adventurers, the majority of whom was composed of American citizens, has been the object of the most pressing remonstrances on the part of Russia to the Federal Government from the time that diplomatic missions were organized between the countries. These remonstrances, repeated at different times, remain constantly without effect, and the inconveniences to which they ought to bring a remedy continue to increase. * * *

"I ought, in the last place, to request you to consider, sir, that the Russian possessions in the Pacific Ocean extend, on the northwest coast of America, from Behring's Strait to the fifty-first degree of north latitude, and on the opposite side of Asia and the islands adjacent, from the same strait to the forty-fifth degree. The extent of sea of which these possessions form the limits comprehends all the conditions which are ordinarily attached to *shut seas* (*mers fermées*), and the Russian Government might consequently judge itself authorized to exercise upon this sea the right of sovereignty, and especially that of entirely interdicting the entrance of foreigners. But it preferred only asserting its essential rights, without taking any advantage of localities."

No. 167.

*Mr. Adams to Mr. Poletica.*DEPARTMENT OF STATE,
Washington, March 30, 1822.

SIR: I have had the honor of receiving your letter of the 28th ultimo, which has been submitted to the consideration of the President of the United States.

From the deduction which it contains of the grounds upon which articles of regulation of the Russian-American Company have now, for the first time, extended the claim of Russia on the northwest coast of America to the fifty-first degree of north latitude, its only foundation appears to be the existence of the small settlement of Novo Archangelsk, situated, not on the American continent, but upon a small island in latitude 57° ; and the principle upon which you state that this claim is now advanced is, that the fifty-first degree is equidistant from the settlement of Novo Archangelsk and the establishment of the United States at the mouth of the Columbia River. But, from the same statement, it appears that, in the year 1799, the limits prescribed by the Emperor Paul to the Russian-American Company were fixed at the fifty-fifth degree of latitude, and that, in assuming now the latitude 57° , a new pretension is asserted, to which no settlement made since the year 1799 has given the color of a sanction.

This pretension is to be considered not only with reference to the question of territorial right, but also to that prohibition to the vessels of other nations, including those of the United States, to approach within 100 Italian miles of the coasts. From the period of the existence of the United States as an independent nation, their vessels have freely navigated those seas, and the right to navigate them is a part of that independence.

With regard to the suggestion that the Russian Government might have justified the exercise of sovereignty over the Pacific Ocean as a close sea, because it claims territory both on its American and Asiatic shores, it may suffice to say that the distance from shore to shore on this sea, in latitude 51° north, is not less than 90° of longitude, or 4,000 miles.

As little can the United States accede to the justice of the reason assigned for the prohibition above mentioned. The right of the citizens of the United States to hold commerce with the aboriginal natives of the northwest coast of America, without the territorial jurisdiction of other nations, even in arms and munitions of war, is as clear and indisputable as that of navigating the seas. That right has never been exercised in a spirit unfriendly to Russia; and although general complaints have occasionally been made on the subject of this commerce by some of your predecessors, no specific ground of charge has ever been alleged by them of any transaction in it which the United States were, by the ordinary laws and usages of nations, bound either to restrain or to punish. Had any such charge been made, it would have received the most pointed attention of this Government, with the sincerest and firmest disposition to perform every act and obligation of justice to yours which could have been required. I am commanded by the President of the United States to assure you that this disposition will continue to be entertained, together with the earnest desire that the harmonious relations between the two countries may be preserved.

Relying upon the assurance in your note of similar dispositions reciprocally entertained by His Imperial Majesty towards the United States, the President is persuaded that the citizens of this Union will remain unmolested in the prosecution of their lawful commerce, and that no effect will be given to an interdiction manifestly incompatible with their rights.

I am, etc.,

JOHN QUINCY ADAMS.

No. 168.

Mr. Poletica to Mr. Adams.

WASHINGTON, *April 2, 1822.*

Mr. Poletica replied on the 2d of April following, and after again endeavoring to prove the title of Russia to the northwest coast of America from Behring Straits to the fifty-first degree of north latitude, said:

"In the same manner the great extent of the Pacific Ocean at the fifty-first degree of latitude can not invalidate the right which Russia may have of considering that part of the ocean as close. But as the Imperial Government has not thought fit to take advantage of that right, all further discussion on this subject would be idle.

"As to the right claimed for the citizens of the United States of trading with the natives of the country of the northwest coast of America, without the limits of the jurisdiction belonging to Russia, the Imperial Government will not certainly think of limiting it, and still less of attacking it there. But I can not dissemble, sir, that this same trade beyond the fifty-first degree will meet with difficulties and inconveniences, for which the American owners will only have to accuse their own imprudence after the publicity which has been given to the measures taken by the Imperial Government for maintaining the rights of the Russian-American Company in their absolute integrity.

"I shall not finish this letter without repeating to you, sir, the very positive assurance which I have already had the honor once of expressing to you that in every case where the American Government shall judge it necessary to make explanations to that of the Emperor, the President of the United States may rest assured that these explanations will always be attended to by the Emperor, my august sovereign, with the most friendly, and consequently the most conciliatory, dispositions."

No. 169.

Baron Tuyl to Mr. Adams.

[Translation.]

WASHINGTON, *April 12 (24), 1823.*

The undersigned, envoy extraordinary and minister plenipotentiary of His Majesty the Emperor of all the Russias near the United States of America, has had the honor to express to Mr. Adams, Secretary of State, the desire of the Emperor, his master, who is ever animated by

a sincere friendship towards the United States, to see the discussions that have arisen between the cabinets of St. Petersburg and Washington, upon some provisions contained in the ukase of the 4th (16th) of September, 1821, relative to the Russian possessions on the northwest coast of America, terminated by means of friendly negotiation.

These views of His Imperial Majesty coincide with the wish expressed some time since on the part of the United States in regard to a settlement of limits on the said coast.

The ministry of the Emperor having induced the British ministry to furnish Sir Charles Bagot, ambassador of His Majesty the King of England near His Imperial Majesty, with full powers necessary for the negotiation about to be set on foot for reconciling the difficulties existing between the two courts on the subject of the northwest coast, the English Government is desirous of acceding to that invitation.

The undersigned has been directed to communicate to Mr. Adams, Secretary of State, in the name of his august master, and as an additional proof of the sentiments entertained by His Imperial Majesty towards the President of the United States and the American Government, the expression of his desire that Mr. Middleton be also furnished with the necessary powers to terminate with the Imperial cabinet, by an arrangement founded on the principle of mutual convenience, all the differences that have arisen between Russia and the United States in consequence of the law published September 4 (16), 1821.

The undersigned thinks he may hope that the Cabinet of Washington will, with pleasure, accede to a proposition tending to facilitate the completion of an arrangement based upon sentiments of mutual good will and of a nature to secure the interests of both countries.

He profits, etc.,

TUYLL.

No. 170.

Mr. Adams to Baron Tuyll.

DEPARTMENT OF STATE,
Washington, May 7, 1823.

The undersigned, Secretary of State of the United States, has submitted to the consideration of the President the note which he had the honor of receiving from the Baron de Tuyll, envoy extraordinary and minister plenipotentiary from His Imperial Majesty the Emperor of all the Russias, dated the 12th (24th) of the last month.

The undersigned has been directed, in answer to that note, to assure the Baron de Tuyll of the warm satisfaction with which the President receives and appreciates the friendly dispositions of His Imperial Majesty toward the United States; dispositions which it has been, and is, the earnest desire of the American Government to meet with corresponding returns, and which have been long cemented by the invariable friendship and cordiality which have subsisted between the United States and His Imperial Majesty.

Penetrated with these sentiments, and anxiously seeking to promote their perpetuation, the President readily accedes to the proposal that the minister of the United States at the court of His Imperial Majesty should be furnished with powers for negotiating, upon principles adapted to those sentiments, the adjustment of the interests and rights which

have been brought into collision upon the northwest coast of America, and which have heretofore formed a subject of correspondence between the two Governments, as well at Washington as at St. Petersburg.

The undersigned is further commanded to add that, in pursuing, for the adjustment of the interests in question, this course, equally congenial to the friendly feelings of this nation towards Russia and to their reliance upon the justice and magnanimity of his Imperial Majesty, the President of the United States confides that the arrangements of the cabinet of St. Petersburg will have suspended the possibility of any consequences resulting from the ukase to which the Baron de Tuyl's note refers which could affect the just rights and the lawful commerce of the United States during the amicable discussion of the subject between the Governments respectively interested in it.

The undersigned, etc.,

JOHN QUINCY ADAMS.

No. 171.

Mr. Adams to Mr. Middleton.

No. 16.]

DEPARTMENT OF STATE,
Washington, July 22, 1823.

SIR: I have the honor of inclosing herewith copies of a note from Baron de Tuyl, the Russian minister, recently arrived, proposing, on the part of His Majesty the Emperor of Russia, that a power should be transmitted to you to enter upon a negotiation with the ministers of his Government concerning the differences which have arisen from the Imperial ukase of 4th (16th) September, 1821, relative to the northwest coast of America, and of the answer from this Department acceding to this proposal. A full power is accordingly inclosed, and you will consider this letter as communicating to you the President's instructions for the conduct of the negotiation.

From the tenor of the ukase, the pretensions of the Imperial Government extend to an exclusive territorial jurisdiction from the forty-fifth degree of north latitude, on the Asiatic coast, to the latitude of fifty-one north on the western coast of the American continent; and they assume the right of interdicting the navigation and the fishery of all other nations to the extent of 100 miles from the whole of that coast.

The United States can admit no part of these claims. Their right of navigation and of fishing is perfect, and has been in constant exercise from the earliest times, after the peace of 1783, throughout the whole extent of the Southern Ocean, subject only to the ordinary exceptions and exclusions of the territorial jurisdictions, which, so far as Russian rights are concerned, are confined to certain islands north of the fifty-fifth degree of latitude, and have no existence on the continent of America.

The correspondence between Mr. Poletica and this Department contained no discussion of the principles or of the facts upon which he attempted the justification of the Imperial ukase. This was purposely avoided on our part, under the expectation that the Imperial Government could not fail, upon a review of the measure, to revoke it altogether. It did, however, excite much public animadversion in this country, as the ukase itself had already done in England. I inclose herewith the North American Review for October, 1822, No. 37, which contains an

article (p. 370) written by a person fully master of the subject; and for the view of it taken in England I refer you to the fifty-second number of the Quarterly Review, the article upon Lieutenant Kotzebue's voyages. From the article in the North American Review it will be seen that the rights of discovery, of occupancy, and of uncontested possession, alleged by Mr. Poletica, are all without foundation in fact. * * *

The right of the United States from the forty-second to the forty-ninth parallel of latitude on the Pacific Ocean we consider as unquestionable, being founded, first, on the acquisition, by the treaty of February 22, 1819, of all the rights of Spain; second, by the discovery of the Columbia River, first from sea, at its mouth, and then by land, by Lewis and Clarke; and third, by the settlement at its mouth in 1811. This territory is to the United States of an importance which no possession in North America can be to any European nation, not only as it is but the continuity of their possessions from the Atlantic to the Pacific Ocean, but as it offers their inhabitants the means of establishing hereafter water communications from the one to the other.

It is not conceivable that any possession upon the continent of North America should be of use or importance to Russia for any other purpose than that of traffic with the natives. This was, in fact, the inducement to the formation of the Russian American Company and to the charter granted them by the Emperor Paul. It was the inducement to the ukase of the Emperor Alexander. By offering free and equal access for a term of years to navigation and intercourse with the natives to Russia, within the limits to which our claims are indisputable, we concede much more than we obtain. It is not to be doubted that, long before the expiration of that time, our settlement at the mouth of the Columbia River will become so considerable as to offer means of useful commercial intercourse with the Russian settlements on the islands of the northwest coast.

With regard to the territorial claim, separate from the right of traffic with the natives and from any system of colonial exclusions, we are willing to agree to the boundary line within which the Emperor Paul had granted exclusive privileges to the Russian-American Company, that is to say, latitude 55°.

If the Russian Government apprehend serious inconvenience from the illicit traffic of foreigners with their settlements on the northwest coast, it may be effectually guarded against by stipulations similar to those, a draft of which is herewith subjoined, and to which you are authorized, on the part of the United States, to agree. * * *

I am, etc.,

JOHN QUINCY ADAMS.

[Inclosure.]

Draft of treaty between the United States and Russia.

ART. I. In order to strengthen the bonds of friendship, and to preserve in future a perfect harmony and good understanding between the contracting parties, it is agreed that their respective citizens and subjects shall not be disturbed or molested, either in navigating or in carrying on their fisheries in the Pacific Ocean or in the South Seas, or in landing on the coasts of those seas, in places not already occupied, for the purpose of carrying on their commerce with the natives of the country; subject, nevertheless, to the restrictions and provisions specified in the two following articles.

ART. II. To the end that the navigation and fishery of the citizens and subjects of the contracting parties, respectively, in the Pacific Ocean or in the South Seas, may

not be made a pretext for illicit trade with their respective settlements, it is agreed that the citizens of the United States shall not land on any part of the coast actually occupied by Russian settlements, unless by permission of the governor or commander thereof, and that Russian subjects shall, in like manner, be interdicted from landing without permission at any settlement of the United States on the said northwest coast.

ART. III. It is agreed that no settlement shall be made hereafter on the northwest coast of America by citizens of the United States or under their authority, north, nor by Russian subjects, or under the authority of Russia, south of the fifty-fifth degree of north latitude.

No. 172.

Mr. Adams to Mr. Rush.

DEPARTMENT OF STATE,
Washington, July 22, 1823.

No. 70.]

SIR: Among the subjects of negotiation with Great Britain which are pressing upon the attention of this Government is the present condition of the northwest coast of this continent. This interest is connected, in a manner becoming from day to day more important, with our territorial rights; with the whole system of our intercourse with the Indian tribes; with the boundary relations between us and the British North American dominions; with the fur trade; the fisheries in the Pacific Ocean; the commerce with the Sandwich Islands and China; with our boundary upon Mexico; and, lastly, with our political standing and intercourse with the Russian Empire. * * *

By the ukase of the Emperor Alexander, of the 4th (16th) of September, 1821, an exclusive territorial right on the northwest coast of America is asserted as belonging to Russia, and as extending from the northern extremity of the continent to latitude 51°, and the navigation and fishery of all other nations are interdicted by the same ukase to the extent of 100 Italian miles from the coast.

When Mr. Poletica, the late Russian minister here, was called upon to set forth the grounds of right conformable to the laws of nations which authorized the issuing of this decree, he answered in his letters of February 28 and April 2, 1822, by alleging first discovery, occupancy, and uninterrupted possession. * * *

The United States and Great Britain have both protested against the Russian imperial ukase of September 4 (16), 1821.

At the proposal of the Russian Government a full power and instructions are now transmitted to Mr. Middleton for the adjustment, by amicable negotiation, of the conflicting claims of the parties on this subject.

We have been informed by the Baron de Tuijl that a similar authority has been given on the part of the British Government to Sir Charles Bagot. * * *

The principles settled by the Nootka Sound convention of October 28, 1790, were—

(1) That the rights of fishery in the South Seas, of trading with the natives of the northwest coast of America, and of making settlements on the coast itself for the purposes of that trade, north of the actual settlements of Spain, were common to all the European nations, and of course to the United States.

(2) That so far as the actual settlements of Spain had extended she possessed the exclusive rights, territorial and of navigation and fishery, extending to the distance of 10 miles from the coasts so actually occupied.

(3) That on the coasts of South America, and the adjacent islands south of the parts already occupied by Spain, no settlement should thereafter be made either by British or Spanish subjects, but on both sides should be retained the liberty of landing and of erecting temporary buildings for the purposes of the fishery. These rights were, also, of course enjoyed by the people of the United States.

The exclusive rights of Spain to any part of the American continents have ceased. That portion of the convention, therefore, which recognizes the exclusive colonial right of Spain on these continents, though confirmed, as between Great Britain and Spain, by the first additional article to the treaty of the 5th of July, 1814, has been extinguished by the fact of the independence of the South American nation and of Mexico. Those independent nations will possess the rights incident to that condition, and their territories will, of course, be subject to no exclusive right of navigation in their vicinity, or of access to them by any foreign nation. * * *

The right of carrying on trade with the natives throughout the northwest coast they (the United States) can not renounce. With the Russian settlements at Kodiak, or at New Archangel, they may fairly claim the advantage of a free trade, having so long enjoyed it unmolested, and because it has been and would continue to be as advantageous at least to those settlements as to them. But they will not contest the right of Russia to prohibit the traffic, as strictly confined to the Russian settlement itself, and not extending to the original natives of the coast. * * *

I am, etc.,

JOHN QUINCY ADAMS.

No. 173.

Mr. Middleton to Mr. Adams.

In Mr. Middleton's dispatch No. 35, of the 19th of April, 1824, are inclosed minutes of the conferences that preceded the signature of the treaty.

The first conference took place on the 9th of the preceding February, and Mr. Middleton submitted the following draught of a convention:

"ART. I. In order to strengthen the bonds of friendship and to preserve in future a perfect harmony and good understanding between the high contracting parties, it is agreed that their respective citizens and subjects shall not be disturbed or molested either in navigating or in carrying on their fisheries in any part of the great ocean vulgarly called the Pacific or South Sea, or in landing on the coasts thereof in places not already occupied, for the purpose of carrying on their commerce with the natives of the country, subject, nevertheless, to the restrictions and provisions specified in the following articles.

"ART. II. To the end that the navigation and fisheries in the great ocean carried on by citizens and subjects of the high contracting parties may not be made a pretext for illicit trade with their respective settlements, it is agreed that the citizens of the United States shall not land on any part of the coast actually occupied by Russian settlements, unless by permission of the governor or commandant thereof; and that Russian subjects shall, in like manner, be interdicted from landing without permission at any settlement of the United States on the northwest coast.

"ART. III. It is further agreed that no settlement shall be made hereafter on the northwest coast of America, or on any of the islands adjacent thereto, *north* of the fifty-fifth degree of north latitude, by citizens of the United States, or under their authority; nor by Russian subjects, or under the authority of Russia, *south* of the same parallel of latitude."

At the second conference, which was on the 20th of February, Count Nesselrode, who was accompanied by Mr. Poletica, gave Mr. Middleton the following counter-draught:

[Translation.]

"ART. I. To cement the bonds of amity, and to secure, for the future, a good understanding and a perfect concord between the high contracting powers, it is agreed that, in any part of the great ocean, commonly called the Pacific Ocean, or South Sea, the respective citizens or subjects shall be neither disturbed nor restrained, either in navigation or in fishing, or in the power of resorting to the coasts upon points which may not already be occupied, for the purpose of trading with the natives; saving, always, the restrictions and conditions determined by the following articles.

"ART. II. With the view of preventing the rights of navigation and of fishing, exercised upon the great ocean by the citizens and subjects of the high contracting powers, from becoming the pretext for an illicit trade with their respective establishments, it is agreed that the citizens of the United States shall not resort to any part of the coasts already occupied by Russian establishments, *or belonging to Russia, from the line of demarcation pointed out in the article below*, without the permission of the governor or commander of said establishments; and that reciprocally, the subjects of Russia shall not resort, without permission, to any establishment of the United States upon the northwest coast, *from the same line of demarcation*.

"ART. III. It is, moreover, agreed that, in the respective possessions of the two high powers on the northwest coast of America, or in any of the adjacent islands, there shall not be formed by the citizens of the United States, or under the authority of the said States, any establishments to the north of $54^{\circ} 40'$ of north latitude; and that, in the same manner, there shall be none formed by Russian subjects, or under the authority of Russia, to the south of the same parallel.

"[With admission of American vessels to New Archangel.]"

As to this counter-draught, Mr. Middleton's minutes of the second conference contain the following:

"I observed that the insertion in the second article was utterly inadmissible, as repugnant to the stipulations of the former article, and that instead of the admission of American vessels solely to New Archangel, in the third article, I should propose the commercial principle adopted by the United States and England upon the same coast (indiscriminate admission, etc., for a limited period). That I must now frankly tell them that my instructions required that I should obtain two points as necessary conditions to the third object contemplated by the *projet* of convention: First, the revocation, either spontaneous or by convention, of the maritime provisions of the ukase of September 4 (16), 1821; secondly, the adoption of the commercial principle (or something similar) agreed upon between the United States and Great Britain, in their convention of 1818, in relation to these coasts; thirdly, that, these preliminaries being settled, a territorial delimitation for settlements at 55° might be agreed upon.

"Upon this Mr. Poletica assured me, with a strong asseveration, that he would never be brought to sign an instrument containing the principle of free admission for our ships to their coasts, whatever the count might think proper to do. He continued to argue warmly against anything of the kind. I replied somewhat at length, and concluded by saying that unless he could be brought to change his mind upon this point, it was more than probable we should be able to do nothing. Russia must then be content to keep her ukase, and other nations would only have to see what means they may possess of carrying on the northwest trade in spite of it. The count took no share in this *a-parte* discussion, and when it concluded I told him that I should take his *contre-projet* home with me to consider it and make such further propositions as reflection should suggest. We agreed to meet again in three days."

At the fourth conference, which was on the 8th of March, Mr. Middleton submitted to Count Nesselrode the following paper:

[Translation.]

"The dominion can not be acquired but by a real occupation and possession, and an intention (*animus*) to establish it is by no means sufficient.

"Now, it is clear, according to the facts established, that neither Russia nor any other European power has the right of dominion upon the continent of America between the fiftieth and sixtieth degrees of north latitude.

"Still less has she the dominion of the adjacent maritime territory, or of the sea which washes these coasts, a dominion which is only accessory to the territorial dominion.

"Therefore she has not the right of exclusion or of admission on these coasts, nor in these seas, which are free seas.

"The right of navigating all the free seas belongs, by natural law, to every independent nation, and even constitutes an essential part of this independence.

"The United States have exercised navigation in the seas, and commerce upon the coasts above mentioned, from the time of their independence; and they have a perfect right to this navigation and to this commerce, and they can only be deprived of it by their own act or by a convention."

What then transpired at the conference Mr. Middleton's notes relate as follows:

"Having read this with attention, he (Count Nesselrode) exclaimed, 'Well, here is a convention. We must see if 't is not possible to come to an arrangement.' He then stated that there could, however, now remain only one means of accommodating the existing difference. This he would state hypothetically (supposing the possibility of the Emperor's permitting the stipulation of a free trade for ten years to be agreed to). It was a proposition which, perhaps, would be made to me at a future meeting. It would be intended to prohibit the trade in fire-arms and ammunition. He went into a recapitulation of the complaints of Mr. Daschkoff and Count Pahlen, on account of the injuries arising from the fire-arms furnished to the natives by our citizens. I took occasion here to declare that all these proceedings of the Russian Government were founded in erroneous impressions, and arose from their having improperly conceived that they had a right to regulate our commerce upon a coast which, being unoccupied, was free and open to all nations. It was clear that they had no right to demand any regulation of the kind. He replied, they did not now, of course, expect any arrangement which should not be marked by reciprocity. I remarked that any restriction of the kind would be in many respects liable to objections. That the first which presented itself to my mind was, that such a regulation could not be carried into effect without admitting a right of search which was wholly inadmissible in time of peace. He replied, they had no intention of proposing anything of the kind, for that they would be satisfied with the right of making representations to our Government, in case of the infraction of the regulation which should be adopted, by our traders."

What occurred at subsequent conferences is stated in Mr. Middletons' minutes as follows:

"Considerable delay occurred after the conference of the 8th March, occasioned partly, as I understood, by the indisposition of the Emperor,

and partly, too, as I supposed, to give time for consultation with the directors of the Russian American Company. At length, on the morning of the 22d March, Mr. Poletica called upon me and stated that he had now a project to offer on the part of his Government (see paper lettered L) and that he would leave it with me for consideration. Among other things, he observed that the prohibition of a trade in arms and ammunition would be a *sine qua non*, and that the Emperor wished, in views of benevolence, to add thereto all kinds of spirituous liquors. This was confirmed to me by Count Nesselrode's note of 20th March (see paper lettered M). Mr. Poletica stated that Count Nesselrode proposed to receive me on Monday, the 24th instant, at his house at 1 o'clock p. m.

"Accordingly I attended on Monday, the 24th March, and offered the *projet* lettered N. The argument this day turned generally upon the restrictions proposed to be imposed upon the trade. The sale of arms to the savages, whose blind passions are unrestrained by any moral tie, must be equally pernicious to themselves and all who come within their reach. The greatest objection to this prohibition appeared to me to be that the restriction may be converted into a pretext for vexations upon our commerce, if seizure or confiscation were permitted; and, on the other hand, it seemed likely that all other modes of carrying the prohibition into effect would prove nugatory. I had been told, however, that they would be satisfied with its interdiction under such penalties as we might think proper to impose; that in case of infraction they would content themselves with representations to the Government; but that, finally, the measure was a *sine qua non*. In order to meet this proposition, I had drawn up the article as it stands in the *projet*, as, upon the whole, I concluded that our Government will probably consider the proposal as less objectionable than at a former period, from considerations, at least, of reciprocity, now that we have an acknowledged territory upon the western coast, and when, too, it might perhaps be unavailing to attempt to resist the claims of Russia, likely so soon to be fully acknowledged by Great Britain.

"On the 28th Mr. Poletica brought me the *projet* lettered O. It now appeared to me that the latter part of the fourth article, 'that the reciprocal right shall cease,' etc., had still too much the appearance of a substantive stipulation, although I had changed it from an entire article in their *projet* of the 22d of March, so as to stand as an accessory to the preceding stipulation of an open trade. In the fifth article, their expression 'of arbitrary measures' did not appear to me to be sufficiently precise, as it left them at liberty to adopt regulations and to carry them into effect, because it could not be said that such regulations were arbitrary. For these reasons I proposed at our meeting on the 31st that the fourth and fifth articles should stand as set forth in the *projet* lettered P.

"The fourth article became the subject of warm debate during the three meetings upon the 31st of March and the 1st and 2d of April, at the last of which they proposed that I should sign a protocol of the tenor of that lettered Q. This was refused by me as asserting what was evidently untrue, to wit, that the two forms specified therein meant the same thing; but I consented to sign another protocol, of which one of the originals is forwarded herewith, lettered R. The protocol of signature is lettered S, and the convention T.

"Such is the sum and substance of what passed in our conferences, as extracted from the short notes I made directly after each meeting. If it should appear to be meager and desultory, this must be accounted for from the circumstance that we had set out disclaiming all regular

discussion of right or of fact; and if anything approaching to it was resorted to, it was only when I deemed some statement absolutely necessary to support our pretensions; but in general everything of the nature of discussion appeared to be carefully avoided by the adversary."

[Inclosure L in Mr. Middleton's No. 35.—Translation.]

Projet of Russia of March 22.

His Majesty the Emperor of all the Russias, and the Government of the United States of America, wishing to cement the bonds of amity which unite them, and to secure between them the invariable maintenance of a perfect concord, by means of the present convention, have named as their plenipotentiaries to this effect, to wit: His Majesty the Emperor of all the Russias, his beloved and faithful Charles Robert, Count of Nesselrode, &c., and Pierre de Poletica, &c., and the Government of the United States of America, Henry Middleton, esq., &c., who, after having exchanged their full powers, found in good and due form, have agreed upon and signed the following stipulations:

ART. I. It is agreed that in any part of the great ocean, commonly called the Pacific Ocean, or South Sea, the respective citizens and subjects of the high contracting parties shall be neither disturbed nor restrained either in navigation or in fishing, or in the power of resorting to the coasts upon points which may not already be occupied for the purpose of trading with the natives, saving always the restrictions and conditions determined by the following articles.

ART. II. With a view of preventing the rights of navigation and of fishing, exercised upon the great ocean by the citizens and subjects of the high contracting parties, from becoming the pretext for an illicit trade, it is agreed that the citizens of the United States shall not resort to any point of the coasts already occupied by Russian establishments, without the permission of the governor or commander of said establishments; and that, reciprocally, the subjects of Russia shall not resort, without permission, to any establishment of the United States upon the northwest coast.

ART. III. It is moreover agreed that, in the respective possessions of the two high powers upon the northwest coast of America or in any of the adjacent islands, there shall not be formed by the citizens of the United States, or under the authority of the said States, any establishment to the north of 54° 40' of north latitude; and that, in the same manner, there shall be none formed by Russian subjects, or under the authority of Russia, to the south of the same parallel.

ART. IV. It is, nevertheless, understood that the vessels of the two powers, or which belong to their respective citizens or subjects, may reciprocally frequent, without any hindrance whatever, the interior seas, gulfs, harbors, and creeks in the possession of Russia and of the United States of America on the northwest coast, for the purpose of fishing and trading with the natives of the country.

ART. V. This reciprocal right of fishing and of trade is only granted for a term of ten years from the date of the signing of the present convention, at the end of which term it shall cease on both sides.

ART. VI. From this time fire-arms, other arms, powder and munitions of war of every kind are always excepted from this same commerce, which the two powers engage not to sell nor allow to be sold to the natives by their respective citizens and subjects, nor by any person who may be under their authority.

ART. VII. The present convention shall be ratified, and the ratifications thereof shall be exchanged at St. Petersburg in the space of —.

In faith whereof the respective plenipotentiaries have signed it and thereto affixed the seal of their arms.

Done at — the — of the year of grace 1824.

[Inclosure M in Mr. Middleton's No. 35.—Translation.]

Count Nesselrode to Mr. Middleton.

ST. PETERSBURG, *March 20, 1824.*

The undersigned, actual privy counsellor, secretary of state directing the administration of foreign affairs, has the honor to mention to Mr. Middleton, envoy extraordinary and minister plenipotentiary of the United States of America, the desire which the Emperor had of seeing arms, munitions, and spirituous liquors excepted from the articles of which the reciprocal trade might be declared free during ten

years with the natives of the northwest coast of America, by the convention which Russia and the United States are upon the point of concluding.

The undersigned hastens to assure Mr. Middleton, by writing, that the immediate prohibition of the trade in arms and munitions with the natives is a condition to which His Imperial Majesty attaches the highest importance, a condition the absence of which would not permit him to give his assent to the rest of the treaty.

As to the prohibition of the trade in spirituous liquors the Emperor eagerly desires that it should be pronounced, and he does not doubt that Mr. Middleton and the Government of the United States [will] receive in the most favorable manner this wish, dictated by motives of humanity and morality.

The undersigned, etc.,

NESSELRODE.

[Inclosure N in Mr. Middleton's No. 35.—Translation.]

Projet of the United States of March 24.

His Majesty the Emperor of all the Russias and the President of the United States of America, wishing to cement the bonds of amity which unite them, and to secure between them the invariable maintenance of a perfect concord, by means of the present convention, have named as their plenipotentiaries to this effect, to wit: His Majesty the Emperor of all the Russias, his beloved and faithful Charles Robert, Count of Nesselrode, etc., and Pierre de Poletica, etc., and the President of the United States of America, Henry Middleton, a citizen of said States, and their envoy extraordinary and minister plenipotentiary near His Imperial Majesty; who, after having exchanged their full powers, found in good and due form, have agreed upon and signed the following stipulations:

ART. I. It is agreed that in any part of the great ocean, commonly called the Pacific Ocean, or South Sea, the respective citizens and subjects of the high contracting parties shall be neither disturbed nor restrained either in navigation or in fishing, or in the power of resorting to the coasts upon points which may not already be occupied for the purpose of trading with the natives, saving always the restrictions and conditions determined by the following articles.

ART. II. With the view of preventing the rights of navigation and of fishing, exercised upon the great ocean by the citizens and subjects of the high contracting powers, from becoming the pretext for an illicit trade, it is agreed that the citizens of the United States shall not resort to any point where there is a Russian establishment, without the permission of the governor or commander; and that, reciprocally, the subjects of Russia shall not resort, without permission, to any establishment of the United States upon the northwest coast.

ART. III. It is moreover agreed that, hereafter, there shall not be formed by the citizens of the United States, or under the authority of the said States, any establishment upon the northwest coast of America, nor in any of the islands adjacent, to the north of $54^{\circ} 40'$ of north latitude; and that, in the same manner, there shall be none formed by Russian subjects, or under the authority of Russia, to the south of the same parallel.

ART. IV. It is, nevertheless, understood that the vessels of the two powers, or which belong to their citizens or subjects, respectively, may reciprocally frequent, without any hindrance whatever, the interior seas, gulfs, harbors, and creeks upon the said coast for the purpose of fishing and of trading with the natives of the country. But the reciprocal right granted by this article shall cease, on both sides, after the term of ten years, to be counted from the signing of the present convention.

ART. V. Fire-arms, other arms, powder, and munitions of war of every kind are always excepted from this same commerce permitted by the preceding article; and the two powers engage, reciprocally, neither to sell, nor suffer them to be sold, to the natives by their respective citizens and subjects, nor by any person who may be under their authority. It being well understood that, in any case, this restriction shall not be considered to authorize, under the pretext of a contravention of this article, the visit or the detention of vessels, or the seizure of the merchandise, or, in fine, any vexations whatever exercised towards the owners or the crews employed in this commerce; the high contracting powers, reciprocally, reserving to themselves to determine upon the penalties to be incurred, and to inflict the punishments due, in case of the contravention of this article by their respective citizens and subjects.

ART. VI. When this convention shall have been duly ratified by His Majesty the Emperor of all the Russias on one part and on the other by the President of the United States, with the advice and consent of the Senate, the ratifications thereof shall be exchanged at Washington in the space of ten months from the date below, or sooner, if possible.

In faith whereof the respective plenipotentiaries have signed this convention, and thereto affixed the seals of their arms.

Done at — the — of the year of grace 1824.

[Inclosure O in Mr. Middleton's No. 35.]

Contre projet of Russia of March 28.

This projet is virtually identical with that of the United States of March 24 (Inclosure N), the only change being a verbal one in the second sentence of Article V.

[Inclosure P in Mr. Middleton's No. 35.—Translation.]

Projet of the United States of March 31.

ART. IV. It is, nevertheless, understood that, during a term of ten years, to be counted from the signing of the present convention, the ships of the two powers, or which belong to their citizens or subjects, respectively, may reciprocally frequent, without any hindrance whatever, the interior seas, gulfs, harbors, and creeks upon the coast mentioned in the preceding article, for the purpose of fishing and trading with the natives of the country.

ART. V. All spirituous liquors, fire-arms, other arms, powder, and munitions of war of every kind, are always excepted from the commerce permitted by the preceding article; and the two powers engage, reciprocally, neither to sell, nor suffer them to be sold, to the natives by their respective citizens and subjects, nor by any person who may be under their authority. It is likewise stipulated that this restriction shall never serve for a pretext, nor be alleged in any case, to authorize either the search or detention of vessels, or the seizure of the merchandise, or, in fine, any measures of constraint whatever towards the merchants or the crews who may carry on this commerce; the high contracting powers, reciprocally, reserving to themselves to determine upon the penalties to be incurred and to inflict the punishments due, in case of a contravention of this article by their respective citizens or subjects.

[Inclosure Q in Mr. Middleton's No. 35.—Translation.]

Projet of protocol submitted by the Russian negotiators on April 2, which Mr. Middleton refused to sign.

The undersigned, after having discussed in several conferences a projet of convention proposed for removing all the differences which have arisen between Russia and the United States of America, in consequence of a regulation published by the former of these powers, on the 4th (16th) September, 1821, definitively drew up the different articles of which this convention is composed, added to them their sign manual, and mutually engaged to sign them as they are found annexed to the present protocol.

In drawing up the fourth of these articles, the plenipotentiaries of Russia recollected that they had proposed to the plenipotentiary of the United States to arrange the said article in the following terms:

ART. IV. "It is, nevertheless, understood that the ships of the two powers, or which belong to their citizens or subjects, respectively, may mutually frequent, without any hindrance whatever, the interior seas, gulfs, harbors, and creeks upon the said coast, for the purpose of there fishing and trading with the natives of the country. But the reciprocal right granted by this article shall cease, on both sides, after a term of ten years, to be counted from the signing of the present convention."

The plenipotentiaries of Russia added, that after agreeing to this arrangement, the plenipotentiary of the United States had afterwards invited them to change the ending of this very article, and to agree to it as it is transcribed opposite* observing that this second arrangement, more conformable to the letter of the instructions which he had received, in no way altered the sense of that which had been proposed by the plenipotentiaries of Russia.

The plenipotentiary of the United States having repeated this observation, the article in question was signed with the modification which he had demanded to be there introduced.

*ART. IV.—"It is, nevertheless, understood that during a term of ten years, to be counted from the signing of the present convention, the ships of the two powers, or which belong to their citizens or subjects, respectively, may mutually frequent, without any hindrance whatever, the interior seas, gulfs, harbors, and creeks upon the said coasts, for the purpose of there fishing and trading with the natives of the country."

After which all the other articles were also signed, and it was resolved to proceed to the signature of the convention itself the — following.

Done at St. Petersburg, the —, 1824.

[Inclosure R in Mr. Middleton's No. 35.—Translation.]

Protocol of signature of the articles.

The undersigned, after having discussed in several conferences a projet of a convention proposed for settling all the differences which arose between the United States of America and Russia, in consequence of a regulation published by the latter of these powers on the 4th (16th) September, 1821, definitively drew up the different articles of which this convention is composed, added to them their sign manual, and mutually engaged to sign them as they are found annexed to the present protocol.

In drawing up the 4th of these articles the plenipotentiaries of Russia recollected that they proposed to the plenipotentiary of the United States to arrange the said article in the following terms:

ART. IV. "It is, nevertheless, understood that the ships of the two powers, or which belong to their citizens or subjects, respectively, may mutually frequent, without any hindrance whatever the interior seas, gulfs, harbors, and creeks upon the said coast, for the purpose of there fishing and trading with the natives of the country. But the reciprocal right granted by this article shall cease, on both sides, after a term of ten years, to be counted from the signing of the present convention."

The plenipotentiaries of Russia added that, after agreeing to this arrangement, the plenipotentiary of the United States had afterwards invited them to change the ending of this very article, and agree to it as it is found signed in the convention, observing that this second arrangement, more conformable to the letter of the instructions which he received, is the only one which he thinks himself authorized to sign; but, moreover, that this arrangement does not essentially alter the sense of that which had been proposed by the plenipotentiaries of Russia, because, at the end of the term mentioned, the stipulation ceasing equally by the two arrangements, the reciprocal power of trading granted by that stipulation can not be prolonged beyond the said term but by mutual agreement.

Under these observations the article in question has been signed, with the modification which the plenipotentiary of the United States had demanded to be there introduced.

After which all the other articles were also signed, respectively, and it was resolved to proceed to the signature of the convention itself on the fifth following.

Done at St. Petersburg, April 2 (14), 1824.

HENRY MIDDLETON.
NESSELRODE.
POLETICA.

[Inclosure S in Mr. Middleton's No. 35.—Translation.]

Protocol of signature of the convention.

The undersigned, having engaged by the protocol of their last conference to sign on the 5th April of the present year the convention of which they signed all the articles, assembled this day at two o'clock in the afternoon, at the hotel inhabited by Count Nesselrode, and after having duly collated with the said articles the two copies of the convention which they had caused to be prepared, they have attached to both their respective signatures and the seals of their arms.

Done at St. Petersburg, April 5 (17), 1824.

HENRY MIDDLETON.
NESSELRODE.
P. POLETICA.

[Inclosure T in Mr. Middleton's No. 35.—Translation.]

The convention.

In the name of the Most Holy and Indivisible Trinity.

The President of the United States of America and His Majesty, the Emperor of all the Russias, wishing to cement the bonds amity which unite them, and to secure of

between them the invariable maintenance of a perfect concord, by means of the present convention, have named as their plenipotentiaries to this effect, to wit:

The President of the United States of America, Henry Middleton, a citizen of said States, and their Envoy Extraordinary and Minister Plenipotentiary near his Imperial Majesty; and His Majesty the Emperor of all the Russias, his beloved and faithful Charles Robert Count of Nesselrode, actual Privy Counsellor, Member of the Council of State, Secretary of State directing the administration of Foreign Affairs, actual chamberlain, Knight of the Order of St. Alexander Nevsky, Grand Cross of the Order of St. Wladimir of the first class, Knight of that of the White Eagle of Poland, Grand Cross of the Order of St. Stephen of Hungary, Knight of the Orders of the Holy Ghost and of St. Michael, and Grand Cross of the Legion of Honor of France, Knight Grand Cross of the Orders of the Black and of the Red Eagle of Prussia, of the Annunciation of Sardinia, of Charles III of Spain, of St. Ferdinand and of Merit of Naples, of the Elephant of Denmark, of the Polar Star of Sweden, of the Crown of Würtemberg, of the Guelphs of Hanover, of the Belgic Lion, of Fidelity of Baden, and of St. Constantine of Parma; and Pierre de Poletica, actual counsellor of state, Knight of the order of St. Anne of the first class, and Grand Cross of the Order of St. Wladimir of the second:

Who, after having exchanged their full powers, found in good and due form have agreed upon and signed the following stipulations:

ART. I. It is agreed that, in any part of the great ocean, commonly called the Pacific Ocean or South Sea, the respective citizens or subjects of the high contracting powers shall be neither disturbed nor restrained, either in navigation or in fishing, or in the power of resorting to the coasts, upon points which may not already have been occupied, for the purpose of trading with the natives, saving always the restrictions and conditions determined by the following articles:

ART. II. With a view of preventing the rights of navigation and of fishing exercised upon the great ocean by the citizens and subjects of the high contracting powers from becoming the pretext for an illicit trade, it is agreed that the citizens of the United States shall not resort to any point where there is a Russian establishment, without the permission of the governor or commander; and that, reciprocally, the subjects of Russia shall not resort, without permission, to any establishment of the United States upon the northwest coast.

ART. III. It is moreover agreed that, hereafter, there shall not be formed by the citizens of the United States, or under the authority of the said States, any establishment upon the northwest coast of America, nor in any of the islands adjacent, to the north of fifty-four degrees and forty minutes of north latitude; and that, in the same manner, there shall be none formed by Russian subjects, or under the authority of Russia, south of the same parallel.

ART. IV. It is, nevertheless, understood that during a term of ten years, counting from the signature of the present convention, the ships of both powers, or which belong to their citizens or subjects, respectively, may reciprocally frequent, without any hindrance whatever, the interior seas, gulfs, harbors, and creeks, upon the coast mentioned in the preceding article, for the purpose of fishing and trading with the natives of the country.

ART. V. All spirituous liquors, fire-arms, other arms, powder, and munitions of war of every kind, are always excepted from this same commerce permitted by the preceding article; and the two powers engage, reciprocally, neither to sell, nor suffer them to be sold, to the natives by their respective citizens and subjects, nor by any person who may be under their authority. It is likewise stipulated that this restriction shall never afford a pretext, nor be advanced, in any case, to authorize either search or detention of the vessels, seizure of the merchandise, or, in fine, any measures of constraint whatever towards the merchants or the crews who may carry on this commerce; the high contracting powers reciprocally reserving to themselves to determine upon the penalties to be incurred, and to inflict the punishments in case of the contravention of this article by their respective citizens or subjects.

ART. VI. When this convention shall have been duly ratified by the President of the United States, with the advice and consent of the Senate, on the one part, and, on the other, by His Majesty the Emperor of all the Russias, the ratifications shall be exchanged at Washington in the space of ten months from the date below, or sooner if possible.

In faith whereof the respective plenipotentiaries have signed this convention, and thereto affixed the seals of their arms.

Done at St. Petersburg the 17-5 April, of the year of Grace one thousand eight hundred and twenty-four.

	HENRY MIDDLETON.	[L. S.]
Le Comte	CHARLES DE NESSELRODE.	[L. S.]
	PIERRE DE POLETICA.	[L. S.]

No. 174.

Convention between Great Britain and Russia relative to "the commerce, navigation, and fisheries of their subjects on the Pacific Ocean, as well as the limits of their respective possessions on the northwest coast of America."

[Signed at St. Petersburg, February 23, 1825.—Extract.]

ART. I. It is agreed that the respective subjects of the high contracting parties shall not be troubled or molested, in any part of the ocean, commonly called the Pacific Ocean, either in navigating the same, in fishing therein, or in landing at such parts of the coast as shall not have been already occupied, in order to trade with the natives, under the restrictions and conditions specified in the following articles.

ART. II. In order to prevent the right of navigation and fishing, exercised upon the ocean by the subjects of the high contracting parties, from becoming the pretext for an illicit commerce, it is agreed that the subjects of His Britannic Majesty shall not land at any place where there may be a Russian establishment, without the permission of the governor or commandant; and, on the other hand, the Russian subjects shall not land, without permission, at any British establishment on the northwest coast.

* * * * *

ART. VI. It is understood that the subjects of His Britannic Majesty, from whatever quarter they may arrive, whether from the ocean, or from the interior of the continent, shall forever enjoy the right of navigating freely, and without any hindrance whatever, all the rivers and streams which, in their course towards the Pacific Ocean, may cross the line of demarcation upon the line of coast described in article 3 of the present convention.

ART. VII. It is also understood, that, for the space of ten years from the signature of the present convention, the vessels of the two powers, or those belonging to their respective subjects, shall mutually be at liberty to frequent, without any hindrance whatever, all the inland seas, the gulfs, havens, and creeks on the coast mentioned in article 3 for the purpose of fishing and of trading with the natives.

ART. VIII. The port of Sitka, or Novo Archangelsk, shall be open to the commerce and vessels of British subjects for the space of ten years from the date of the exchange of the ratifications of the present convention. In the event of an extension of this term of ten years being granted to any other power, the like extension shall be granted also to Great Britain.

ART. IX. The above mentioned liberty of commerce shall not apply to the trade in spirituous liquors, in fire-arms, or other arms, gunpowder, or other warlike stores; the high contracting parties reciprocally engaging not to permit the above mentioned articles to be sold or delivered, in any manner whatever, to the natives of the country.

NOTE.—By Article XII of the treaty between Great Britain and Russia signed January 11, 1843, it is stated that "it is understood, that in regard to commerce and navigation in the Russian possessions on the northwest coast of America, the convention concluded at St. Petersburg, on the 16th February, 1825, continues in force."

No. 175.

Baron Krudener to Mr. Dickins.

[Translation.]

WASHINGTON, *May 19 (31), 1835.*

The undersigned, envoy extraordinary and minister plenipotentiary of His Majesty the Emperor of all the Russias, has the honor to address the following communication to Mr. Dickins, who has charge of the Department of Foreign Relations during the absence of the Secretary of State.

The convention concluded between Russia and the United States on the 5th (17th) of April, 1824, regulated various points respecting the commerce and navigation of the vessels of each nation, along the northwest coast of America. The fourth article of this convention grants to American vessels for ten years after the date of the signature thereof the right of frequenting, without any hindrance whatever, the interior seas, gulfs, harbors, and creeks comprised within the limits of the Russian possessions on the aforesaid coast, and especially northward of 54° 40' of north latitude.

This period of ten years expired on the 5th (17th) of April, 1834; notwithstanding which two American captains, Snow and Allen, who were then in the port of Novo Archangelsk, declared their intention to visit the anchoring places on the coast belonging to Russia, as before, on the plea that they had received no notice of the cessation of this privilege from their Government. This declaration induced Captain Baron de Wrangel, governor of the Russian American colonies, to state formally to Captains Snow and Allen, by a circular addressed to them, under date of April 27, that by the terms of the convention of April, 1824, American vessels had no longer the right of landing at their discretion at all the landing places of the said possessions in America.

In consequence of what is here exposed, the ministry of His Majesty the Emperor of all the Russias has ordered the undersigned to call the attention of the American Government to the fact that the fourth article of the treaty of 5th (17th) of April, 1824, by which indefinite and indiscriminate liberty (*une liberté indéfinie et indistincte*) of frequenting the respective possessions of each party on the northwest coast was granted to the vessels of each has expired. The new state of things brought on by the terms of the treaty, since the expiration of the said ten years, not having been sufficiently appreciated by the navigators of the United States, who have latterly frequented the Russian possessions on the northwest coast of North America, it appears to be necessary that the American public should be informed of the actual state of the relations on this subject, and the undersigned has been ordered to invite the Government of the United States to take the most suitable measures with regard to it.

The undersigned, etc.,

B. KRUDENER,

No. 176.

Mr. Dickins to Baron Krudener.

DEPARTMENT OF STATE,
Washington, June 3, 1835.

The undersigned, Acting Secretary of State, has the honor to acknowledge the receipt of the note addressed to him on the 19th (31st) ultimo, by

Baron Krudener, envoy extraordinary and minister plenipotentiary of His Majesty the Emperor of all the Russias, reminding this Government of the expiration of the fourth article of the treaty of 5th (17th) April, 1824, between the United States and Russia, which secured to American and Russian vessels the privilege of frequenting the respective possessions of the two powers on the northwest coast, and suggesting the propriety of the adoption of proper measures to notify this fact to the people of the United States.

The undersigned has the honor to inform Baron Krudener that he will take an early opportunity to submit his communication to the President, and he avails, etc.,

ASBURY DICKINS.

No. 177.

Mr. Forsyth to Baron Krudener.

DEPARTMENT OF STATE,
Washington, July 24, 1833.

SIR: I have the honor to inform you that your note of the 19th (31st) ultimo, calling the attention of this Government to the fact that the fourth article of the convention of April, 1824, between the United States and Russia had expired by its own limitation during the year 1834, and suggesting the propriety of making this event known to the American public, has been laid before the President for his consideration. As, however, the motives which led to and rendered expedient the adoption of that article of the treaty of 1824 exist now in equal force, and as the arrangement has been found mutually beneficial to the interests of the citizens and subjects, respectively, of the contracting parties, without inconvenience to either, I am instructed to apprise you that the President would prefer not to take any active measures to interrupt the commercial intercourse between the United States and the Russian settlements on the northwest coast of America, unless, in your opinion, there is reason to believe that a proposition on the part of this Government for the renewal of the article referred to would not be met in a favorable spirit by the Government of His Imperial Majesty at St. Petersburg.

An early answer to this communication, if you are not aware of any difficulty on the part of your Government in the way of such a negotiation, will enable me, without unnecessary delay, to transmit the requisite instructions on the subject to the diplomatic representative of the United States in Russia.

I pray you, sir, to accept, etc.,

JOHN FORSYTH.

No. 178.

Baron Krudener to Mr. Forsyth.

[Translation.]

PHILADELPHIA, June 29 (July 11), 1835.

The undersigned, envoy extraordinary and minister plenipotentiary of His Majesty the Emperor of all the Russias, has received the note of June 24, which was addressed to him by Mr. Forsyth, Secretary of

State of the United States. He would have made it a duty to answer it immediately, had the state of his health permitted.

The undersigned regrets that it is entirely out of his power to give any distinct opinion as to the result which might attend any steps on the part of the Cabinet of the United States to engage the Government of His Imperial Majesty to stipulate a renewal of the fourth article of the treaty of the 5th (17th) of April, 1824, which ceased to be in force last year. It being thus impossible for the undersigned to foresee the intentions of the Emperor, he can only persevere in compliance with the orders transmitted to him by the ministry, and in repeating the demand which formed the object of his note of the 19th (31st) of May. The undersigned is the more obliged to comply with this duty, as the instructions with which he is furnished on this subject are positive, and express no doubt as to the readiness of the American Government to proceed to the publication requested.

The undersigned, etc.,

B. KRUDENER.

No. 179.

Mr. Forsyth to Baron Krudener.

DEPARTMENT OF STATE,
Washington, July 21, 1835.

SIR: I have received your note of the 29th June (11th July), declining to express an opinion as to the probable result of an application on the part of this Government to that of His Imperial Majesty for a renewal of the fourth article of the convention of 1824, between the United States and Russia, and reiterating the request contained in your communication of the 19th (31st) May last, that the fact of the expiration of the term limited in the article referred to should be, in some form, brought into notice, for the information of the American public. I have, in answer, the honor to state that a formal notice from the Government is not deemed necessary. All the citizens of the United States are bound to know existing laws and their rights and obligations under existing treaties. Still, however, as His Imperial Majesty's Government has especially invited the attention of this Government to the subject, an informal notice will be given through the public journals of Baron de Wrangel's warning to the captains of American vessels on the northwest coast of this continent.

I will be very happy to receive from you, as early as practicable, precise information of the measures His Imperial Majesty's Government has adopted, or proposes to adopt, in relation to the subject, as corresponding regulations may be deemed necessary by the United States in regard to Russian subjects in the event of the non-renewal of the treaty stipulation.

I pray you to accept, etc.,

JOHN FORSYTH.

No. 180.

Baron Krudener to Mr. Forstyh.

[Translation.]

NEW YORK, *July 14 (26), 1835.*

The undersigned, envoy extraordinary and minister plenipotentiary of His Majesty the Emperor of all the Russias, has had the honor to receive the note dated July 21, in which Mr. Forsyth, Secretary of State of the United States, in reply to his communication of June 29 (July 11), informs him that the Government of the United States intended to insert in the public newspapers an unofficial notice of the warning given by Baron Wrangel to the captains of American vessels on the northwest coast of this continent respecting the expiration of the fourth article of the treaty of April 5 (17), 1824; expressing also a desire to receive from the undersigned, as soon as possible, precise information with regard to the measures which the Imperial Government has adopted, or may adopt, on this subject, as corresponding regulations with regard to Russian subjects may be considered necessary in case the stipulation of the treaty be not renewed. The undersigned has without delay submitted to his Government the said note of the Secretary of State, and will communicate to him the results as soon as they are received.

The undersigned, etc.,

B. DE KRUDENER.

No. 181.

Mr. Forsyth to Mr. Wilkins.

No. 4.]

DEPARTMENT OF STATE,
Washington, July 30, 1835.

SIR: I transmit to you, inclosed, the copy of a recent correspondence with Baron Krudener, the diplomatic representative of His Majesty the Emperor of Russia at Washington, regarding the fourth article of the convention of April, 1824, between the United States and that Empire. It will be perceived from these papers that the baron has taken occasion to remind this Government of the expiration of the term limited in that article, and to request that a notification of this fact may be given for the information of the American public. An informal notice has been accordingly published in the *Globe* of the 22d instant, of Baron de Wrangel's warning to the captains of certain American vessels trading with the Russian settlements on the northwest coast of America. It will also be seen that, in answer to an inquiry from this Department, Baron Krudener has declined to express an opinion as to the probable result of a proposition to His Imperial Majesty's Government for a renewal of the article referred to.

It therefore becomes necessary, and you are now authorized by the President's direction, to enter immediately upon a negotiation with the Government of His Imperial Majesty, if it should be found willing to entertain the proposition, for the renewal of the stipulations of the fourth article of the convention of the 5th (17th) April, 1824, for an indefinite period, or, if this can not be had, for a term of years.

There is reason to believe that the course pursued by the Captain Baron de Wrangel, governor of the Russian-American colonies, incidentally mentioned in the Baron de Krudener's letter of the 31st May last, has been instigated by the Russian-American Fur Company; and it is not improbable that representations of a character similar to those made to the governor, and from the same source, have been transmitted to St. Petersburg. If prejudices exist of the nature apprehended, and tending to defeat the object now in view, they will be easily discoverable in your intercourse with the Russian minister of foreign affairs, and you will take an early opportunity to discredit them by showing that representations growing out of private interests are always to be received with great caution, and should not be suffered to influence the decision of a question which may be productive of injury to the citizens and subjects, respectively, of the contracting parties.

The motives that prompted the adoption of the fourth article of the treaty of 1824 by the parties to that convention exist now in equal if not superadded force, since it will not be denied that it has been mutually beneficial to the citizens of both, without being inconvenient to either. Serious objections on the part of Russia, therefore, to the renewal of the stipulations contained in it can hardly be anticipated. Should this reasonable expectation, however, be disappointed, it is the wish of the President that you should, without unnecessary delay, obtain from His Imperial Majesty's Government precise information in regard to the measures adopted, or proposed to be adopted, on its part in relation to the admission of American vessels into the harbors, bays, and rivers of the Russian settlements on the northwest coast of this continent, in order that corresponding regulations, if deemed necessary, may be made by this Government.

I am, etc.,

JOHN FORSYTH.

[Inclosure.—Extract from the Globe newspaper of July 22, 1835.]

It will be recollected that a convention was concluded between the United States and Russia in April, 1824, regulating various matters connected with the commerce and navigation of the two nations on the northwest coast of America. By the fourth article it was stipulated that the ships of both nations might, during a term of ten years, frequent without hinderance the interior seas, gulfs, harbors, and creeks of each nation on that coast for the purpose of fishing and trading with the natives of the country. The ten years expired in April, 1834; and we understand that formal notice has been given by the governor of the Russian colonies to the masters of the American ships then trading there that they could no longer claim, under the convention, the right of landing at all the landing places, without distinction, belonging to Russia on that coast. Those interested in the trade will not fail to observe that under the second article of the convention it is necessary for all American vessels resorting to any point on that coast where there is a Russian establishment to obtain the permission of the governor or commander.

No. 182.

Mr. Wilkins to Mr. Forsyth.

No. 14.]

LEGATION OF THE UNITED STATES,
St. Petersburg, November 23, 1835.

SIR: In the last dispatch which I had the honor to address to you, on the 26th of September last, I informed you it was likely you would

not again hear from me until after the return of the Emperor and Count Nesselrode to this capital.

His Majesty returned on the 1st instant, having been preceded a few days by his minister of foreign affairs.

Immediately upon receiving from Count Nesselrode the usual written notice of his having resumed the duties of his official station, I addressed him a note and requested him to name a day when I might have the honor of a personal conference. He mentioned the 4th instant. I waited upon him accordingly at the foreign office, and disclosed to him the wishes of the American Government in reference to the removal of the fourth article of the treaty of April, 1824, and held with him such conversation and placed the matter in that light which seemed to me the most proper and in accordance with my instructions. Upon the close of our conversation I handed to him, in writing, a memorandum of the proposal you authorized me to submit. The view in which I placed the matter and the substance of the conversation will appear (and therefore need not be more particularly detailed) by reference to the copies of the notes which I addressed to him immediately after the conference, simply noting two observations which fell from him. * * *

I have, etc.,

WM. WILKINS.

[Inclosure 1 in Mr. Wilkins's No. 14.]

Mr. Wilkins to Count Nesselrode.

ST. PETERSBURG, November 1 (13), 1835.

* * * * *

Notwithstanding his very recent conversation with Count Nesselrode in reference to the proposition of the American Government to renew the expired fourth article of the treaty of April, 1824, the undersigned will embrace the present occasion to repeat what may then have been, in a very brief manner, verbally represented, and to add a few remarks immediately bearing upon that question.

The diplomatic representative of His Imperial Majesty at Washington City having taken occasion to remind the United States of the expiration of the ten years stipulated in the fourth article of the treaty of 1824, and to desire thereon the action of their Chief Magistrate, is indicative of the necessity that the two Governments should, as early as convenient, come to a decision upon the policy hereafter to control their citizens and subjects, respectively, upon the northwest coast. Hence it is that, under express instructions, the undersigned had the honor, immediately upon the return of his excellency Count Nesselrode to the capital, to call his attention to the question, and to submit to him his proposal of October 23 (November 4), of which the undersigned delivered at the time a memorandum in writing.

The motives which influence the Government of the United States in submitting that proposition to the imperial ministry will be found to arise out of a consideration of the following circumstances:

(1) The desire to avoid any difficulty and apprehension of collision between the inhabitants, traders, and fishermen upon that wild coast, so remotely situated, but with very few and widely separated posts of civilization, and the entire country almost so exclusively occupied by savage tribes as to render restraint and proper responsibility to the law well-nigh out of the question with either Government.

(2) The proposed arrangement would render definite and precise the rights and duties of the subjects and citizens of the contracting parties respectively, and would obviate all necessity to resort to a construction of the remaining articles of the treaty of April, 1824, and would likewise avoid any chance of conflicting interpretations of that instrument.

(3) Since the undersigned had the honor, in their personal conference the other day, to be informed by his excellency Count Nesselrode of the arrangement relative to the trade and intercourse upon the northwest coast of America subsisting at present between the Governments of Russia and Great Britain, he has turned to the first and eleventh articles of the commercial treaty of the 6th (18th) of December, 1832, between Russia and the United States, and begs leave to call the attention of the imperial minister to the same articles, who will, upon their perusal, see for himself how far their provisions bear upon the present subject, and whether they may not give rise

to an inquiry which may be rendered unnecessary by an acquiescence in the proposed arrangement.

(4) Touching the especial matter in question, the proposed arrangement would, it is believed, place the three nations—Russia, England, and the United States—upon the same fair footing and upon the same equality in the enjoyment of a community of privileges.

In the personal interview of the 4th instant (N. S.), his excellency Count Nesselrode mentioned two circumstances, to which the undersigned will now refer for a moment. One was the objection entertained by the Imperial Government to all traffic in fire-arms and spirituous liquors, by American citizens, with the native Indians. To this the undersigned now replies, as he did then very succinctly, that it is believed the treaty of 1824, containing a stipulation against that traffic, immediately put an end to it; that there have been no infractions since its adoption—certainly none complained of in representations to the Government at Washington; that, as a further assurance against infringements upon that humane stipulation, and as an evidence of the sincere desire of his Government to enforce it, the undersigned, immediately after their conference, inclosed to his excellency a copy of a law passed by Congress declaring certain prosecutions and penalties against those who should offend against that provision of the treaty. And the undersigned will, on this point, content himself by adding that the above traffic is now discountenanced and prohibited by the present well known and benevolent course of policy pursued by the American Government towards the wild and uncultivated aborigines of the country.

The other circumstance mentioned by his excellency was that, as the Russian American Fur Company were particularly interested in the decision of the question, he conceived it to be his duty to consult its directors before he could give a final answer.

It is not often that those who enjoy a monopoly under a liberal grant from an indulgent sovereign will be willing even to modify, or permit others to participate in, any portion of their privileges. But, in the present instance, it must be recollected that such a concession is not embraced in the proposition submitted without a fair equivalent; for the privilege to fish and traffic north and south of the latitude of $54^{\circ} 40'$ would rest upon the just principles of reciprocity.

Whether any prejudices or individual interests exist having a tendency to disincline His Imperial Majesty to assent to a renewal of the expired article of the treaty of 1824, or how far such prejudices or interests, if they do manifest themselves on the part of individual gentlemen of the first respectability, ought to influence the action of Governments upon a question of general import and effecting national and amicable intercourse, is not for the undersigned alone to determine. It is enough for him to know that the views in 1824, which produced the provision contained in the fourth article, have been tested by experience, and the results being mutually beneficial and convenient prove their propriety.

To justify the presumption that the annual visits of American ships in the prosecution of their adventures upon the northwest coast are sometimes very convenient and must be beneficial to the Russian settlements and ports in that distant and not productive climate, the undersigned takes leave to refer to a contract made within a few days by the Russian American Fur Company with an American citizen for supplies to their agents and ports for the ensuing year.

Should the undersigned, however, be disappointed in the reasonable expectation he has formed, and the Imperial Government be unwilling to entertain the proposal to renew, either indefinitely or for another term of years, the provisions of the article of the treaty referred to, he requests that his excellency Count Nesselrode will do him the favor to inform him in regard to the measures adopted, or proposed to be adopted, on the part of Russia in relation to the admission of American vessels into the harbors, bays, and rivers of the Russian settlements on the northwest coast of the American continent. The happy understanding which prevails between the two Governments, the desire to avoid any casual difference, and the probable necessity for corresponding measures, will readily indicate the motives which prompt this request.

The undersigned can not close this note without repeating, very earnestly, his wish to be put in possession of the answer of the imperial ministry upon the two subjects to which their attention is directed.

The undersigned, etc.,

WM. WILKINS.

[Inclosure 2 in Mr. Wilkins's No. 14.—Translation.]

Count Nesselrode to Mr. Wilkins.

ST. PETERSBURG, November 8, 1835.

The undersigned, as he had the honor to announce, did not fail to submit to the department of finance the subject of the memorandum addressed to him on the 23d

October (4th November) by Mr. Wilkins, envoy extraordinary and minister plenipotentiary of the United States of America, respecting the renewal of the fourth article of the treaty of April, 1824.

The undersigned, as soon as he has obtained the opinion of the proper authorities and received the orders of the Emperor, will immediately communicate to Mr. Wilkins the point of view under which the proposition of his Government is regarded here. He, however, requests Mr. Wilkins to bear in mind that the Imperial Government, in examining this proposition, will lose sight of none of those considerations which should induce it more strongly to cement the amicable relations now existing between the two Governments.

Contenting himself for the present with this answer to the note of Mr. Wilkins of the 1st (13th) of November, the undersigned seizes, etc.,

NESSELRODE.

No. 183.

Mr. Wilkins to Mr. Forsyth.

No. 16.]

LEGATION OF THE UNITED STATES,
St. Petersburg, December 11, 1835.

* * * * *

SIR: As I anticipated, when I last wrote, I held with Count Nesselrode, at the foreign office, on Monday last, the 7th instant, a personal conference upon my proposition to renew, either indefinitely or for a term of years, the fourth article of the treaty of April, 1824, and I regret to be compelled to say that, in this effort, at all events for the present, I have been unsuccessful; and I presume the overture will be finally altogether rejected, unless some new and, to me, unforeseen circumstances turn up.

I was well aware that I should have to encounter the decided opposition of the Russian American Fur Company; and in presenting the subject to the vice-chancellor in the various lights in which it struck my mind, I took the ground that it was not a mere interested and selfish question of gain in the traffic upon the northwest coast, but one of a higher character, involving political and national considerations; that whilst I was very willing to admit the more active commercial enterprise and superior shipping of the citizens of the United States, yet this was a question not to be decided by such circumstances, but should turn upon the consideration of our national good will and our amicable and disinterested reciprocal intercourse. * * *

Inasmuch as it seemed to me, by the language of your instructions, that you preferred an indefinite revival of the fourth article, I drew up, to that effect, the form of a treaty, following, as a precedent, the articles of our convention with England of the 6th of August, 1827; which I submitted to, and, at his desire, left in the possession of Count Nesselrode. A copy is herewith transmitted.

At the close of the conference, I requested Count Nesselrode to give me his reply in writing. He acquiesced, and accordingly sent me his official note, dated on the 28th ultimo (old style), and a copy of which I have also the honor to inclose to you.

During our conference, I did not feel myself authorized to call the attention of the Imperial minister to what might, or probably would be, the construction by the United States upon the treaty, with the fourth article extinct; nor what rule of the law of nations would be considered as applicable to the case, and controlling the trade upon a wild and extensive American coast, of a great and open ocean, and still, with the exception of a very few posts at a vast distance from

each other, in the rightful occupancy of the natives, and to which, I believe, the sovereignty of Russia has not yet, in any treaty or convention, been admitted.

I found, also, upon turning to the treaty of 1825, between Russia and Great Britain, subsequent to writing my note of the 1st (13th) of last month to Count Nesselrode, that my reference therein to the first and eleventh articles of our treaty of the 6th (18th) December, 1832, with this country had no bearing upon and was inapplicable to the question I was then discussing; because the stipulations in their treaty with Great Britain, similar to that contained in our fourth article, were likewise limited to ten years, and had expired in February last. At the interview on Monday last I gave this explanation to Count Nesselrode, who answered my observations by saying that England had not yet applied for a revival of the mutual privilege, and if it should be agreed to with that power, would, of course, and of right by treaty stipulation, be immediately given to the United States.

* * * * *

I am informed that our vessels generally trade between latitudes 50° and 57°, and, occasionally, go still further north. The English are always to be found on the coast, have trading-posts established along it, some of which are south of latitude 54° 40'.

The principal establishments of the Russians are called Sitka and New Archangel, towns situated upon adjacent islands of their respective names, off Norfolk Sound, and in latitude 57° north. Archangel is their chief place, where they keep up a garrison, established in 1800, of about seven hundred men. They have other trading-posts, and two or three small garrisons between Behring's Straits and Sitka. In the winter season, when their people are all collected at the posts upon the coast, they amount to about two thousand. They now build vessels upon the coast, and are increasing the number. Last year they had four or five ships of a burden from 175 to 250 tons, and seven or eight sloops, or smaller vessels, of about 100 tons each.

* * * * *

I have, etc.,

WILLIAM WILKINS.

[Inclosure 1 in Mr. Wilkins's No. 16.]

Draft of a convention renewing indefinitely the fourth article of the treaty of the 5th (17th) of April, 1824, between the United States of America and the Emperor of all the Russias.

ART. I. The provisions of the fourth article of the convention, concluded between the United States of America and His Imperial Majesty the Emperor of all the Russias, on the 5th (17th) of April, 1824, shall be, and they are hereby, renewed and indefinitely extended and continued in force in the same manner as if all the provisions of the said article were herein specially recited.

ART. II. It shall be competent, however, to either of the high contracting parties, in case either should think fit, at any time after the 1st day of January, 1837, on giving due notice of twelve months to the other party, to annul and abrogate this convention, and it shall, in such case, be accordingly entirely annulled and abrogated, after the expiration of the said term of notice.

ART. III. Nothing herein contained shall be construed to impair, or in any manner affect, further than is expressly declared above, any of the provisions or stipulations contained in the aforesaid convention of the 5th (17th) of April, 1824.

[Inclosure 2 in Mr. Wilkins's No. 16.—Translation.]

*Count Nesselrode to Mr. Wilkins.*ST. PETERSBURG, *November 28, 1835.*

The Imperial Government having taken into consideration the proposition made by that of the United States, to renew the fourth article of the convention of 5th (17th) of April, 1824, has been convinced that it was impossible to pronounce upon that subject until information had been received from the places where the said article would be enforced, sufficient to authorize an opinion upon the propriety of such a measure. The Imperial Government can not, however, expect to receive such information until towards next spring, when it may be obtained from some of its officers, whom a long residence on the northwest coast of America has enabled to become well acquainted with the interests and wants of the Russian establishments in those countries, as well as the influence already exercised upon their prosperity by the provisions of the said fourth article.

* * * * *

NESSELRODE.

No. 184.

Mr. Forsyth to Mr. Dallas.

No. 3.]

DEPARTMENT OF STATE,
Washington, May 4, 1837.

SIR: I regret to have occasion so soon again to advert to a subject connected with the claims of the United States to the right of trading with the natives of the country, and of fishing on the northwest coast of this continent. You will perceive from a perusal of the accompanying papers that the expiration of the fourth article of the convention of 1824 with Russia is not unlikely to be attended with difficulties to our citizens frequenting that coast in pursuit of lawful objects. The leading features of the case, to which your attention is now invited (the particulars of which are more fully detailed in the inclosed copy of a letter dated 24th November last, from J. C. Jones, consul of the United States at the Sandwich Islands, to this Department, and of the protest to which it refers), are as follows: *

The American brig *Loriot*, Blinn, master, sailed from the Port of Oahu on the 22d of August last, bound to the northwest coast of America, for the purpose of procuring provisions, and also Indians to hunt for sea otter on the said coast. It appears that she made the land called Forrester's Island on the 14th of September following, and on the 15th anchored in the harbor of Tuckessan, latitude $54^{\circ} 55'$ north, and longitude $132^{\circ} 30'$ west; that on the 18th a Russian armed brig arrived in the harbor of Tateskey, latitude $54^{\circ} 45'$ north, and longitude $132^{\circ} 55'$ west; that on the succeeding day the *Loriot* was boarded by officers from the Russian brig, who ordered the captain of the American vessel to leave the dominions of His Majesty the Emperor of Russia; that Captain Blinn then repaired on board the Russian brig, where the same orders were repeated to him by the commander; that on the 20th and 23d days of the same month these orders were reiterated; that on the 25th the *Loriot* was boarded by two armed boats from the Russian brig, and directed to get under weigh and proceed to the harbor of Tateskey; that on the 27th the armed boats again boarded the American brig, and compelled the captain to proceed to Tateskey; that when off that place,

* For these papers see Senate Document 1, 25th Congress, 3d session.

the weather being threatening, permission was asked of the Russian commander to enter the harbor with the *Loriot*, which request was denied, and Captain Blinn was again ordered to leave the waters of His Imperial Majesty; and that Captain Blinn, being prevented from procuring supplies or necessaries for his vessel and from obtaining any Indians (for the purpose of hunting sea otter), was finally obliged to abandon his voyage and return to the Sandwich Islands, where he arrived on the 1st of November of the same year.

The harbors designated in Captain Blinn's protest by the names of Tuckessan and Tateskey are not laid down on any map to which I have referred, and the Department has no knowledge of any Russian establishments having been formed on the northwest coast or adjacent islands, in or about the latitude given for these places. It will, therefore, be proper to ascertain whether there are, in fact, Russian settlements at the points designated, and, if so, you are authorized to make a representation of the whole subject to His Imperial Majesty's Government, complaining of the proceedings in relation to the *Loriot*, which are supposed to have been unauthorizedly instigated by the Russian American Fur Company, and stating that the President can not but regard this act as one of a most unfriendly character, as the United States have had no official or other notice of the existence of such establishments, and have not, although an application has long since been made for them, ever been furnished by the Russian Government with the regulations, consequent on the expiration of the fourth article of the convention, proposed to be applied to American vessels resorting to Russian settlements on that coast.

On the other hand, should there prove to be no Russian establishments at the places mentioned, this outrage on the *Loriot* assumes a still graver aspect. It is a violation of the right of the citizens of the United States, immemorially exercised, and secured to them as well by the law of nations as by the stipulations of the first article of the convention of 1824, to fish in those seas, and to resort to the coast, for the prosecution of their lawful commerce upon points not already occupied. As such, it is the President's wish that you should remonstrate, in an earnest but respectful tone, against this groundless assumption of the Russian Fur Company, and claim from His Imperial Majesty's Government for the owners of the brig *Loriot*, for their losses and for the damages they have sustained, such indemnification as may, on an investigation of the case, be found to be justly due to them.

I am, etc.,

JOHN FORSYTH.

No. 185.

Mr. Dallas to Mr. Forsyth.

No. 6.]

AMERICAN LEGATION,
St. Petersburg, August 16, 1837.

SIR: * * * Among the special duties assigned to me in the instructions from the Department are those relating to the renewal of the fourth article of the treaty of 1824, by your dispatch No. 2, and those arising out of the case of the American brig *Loriot*, Richard D. Blinn master, by your dispatch No. 3. I have been anxious to address myself to the imperial ministry on both these topics, the mutual connec-

tion of which is apparent; but anticipating at the outset much difficulty in accomplishing any purpose opposed by the fur company, prudence impels me to acquire, if possible, with more accuracy than I now possess it, information as to the extent of the Russian establishments on the northwestern coast, and the periods of their respective commencements. My efforts in London to ascertain the positions of the two harbors referred to by Captain Blinn, Tuckessan and Tateskey, and their real character, were abortive, the geographer on whom I principally relied writing to me, the evening before I left the British metropolis, that his searches proved unproductive. An inquiry, to be cautiously conducted, has been set on foot since my arrival here, in the hope that some of the officers of the Russian navy, or some communicative member of the fur company itself, may possess the facts I want, and may enable me to move with less doubt and less danger of mistake. Although from the language of Captain Blinn's protest I am led to believe that Russian establishments have been made at the places where he experienced the interference of which he complains, it would not seem politic to begin the negotiation by an admission which, though it might leave the unfriendliness of the proceeding for comment, must weaken, if not wholly destroy, his claim for redress. As soon as the inquiry instituted shall either succeed or fail, the subject will be opened to Count Nesselrode, and I can not anticipate more than one or two weeks of additional delay.

Permit me, while on this topic, to remark that I can not help foreseeing some perplexity from the construction which will be urged by the Russian ministry for the treaty of April 17, 1824. The first article asserts for both countries general and permanent rights of navigation, fishing, and trading with the natives upon points not occupied by either, north or south of the agreed parallel of latitude, subject to enumerated restrictions, among which is the fourth article, limiting, as it would seem, the exercise of certain of these very rights to a term of ten years. Our negotiator, Mr. Middleton, as he explained in a subsequent dispatch to the Department of State, contemplated no abandonment of their rights either in principle or as a compromise, in the present or future time, but on the contrary repelled a clause proposed to him expressly for that purpose, and regarded the fourth article as enlarging, not restricting, the privileges provided for in the first. My conviction, however, arising from the language of the Russian precautionary record or protocol (which Mr. Middleton rather avoided than rejected), is that Count Nesselrode will deem himself and Mr. Poletica to have attained by this fourth article, though with the use of other words, the substance of the clause to which Mr. Middleton objected, and that he will consider both Governments to have buried all controversy about the rights incident to the prior discovery of savage and unoccupied lands, and to have consented that, at the expiration of the ten years, the United States should be esteemed to possess in full domain the coast and islands to the south, and Russia the coast and islands to the north, of $54^{\circ} 40'$ north latitude.

He may ask, and with some plausibility, with what other object the fourth article was framed? It uses no phraseology tantamount to "establishments" or "settlements," or "points already occupied;" but protects from any hindrance for ten years only the power to frequent the interior seas, gulfs, harbors, and creeks upon the coast, for the purpose of fishing and trading with the natives—a power already duly enunciated without limit of time, for both countries, by the first article; and, if it was not intended mutually to yield the power in relation to the

sections divided by the parallel of latitude at the expiration of the term, why disturb the operation of the first article at all? A closer analysis of the negotiation of 1824 may possibly dispel these suggestions; or it will give me pleasure to find my apprehensions removed by the candor of the vice-chancellor; and, at all events, I shall never acquiesce, until instructed to do so by you, in a construction so opposite to the intentions of Mr. Middleton, and so conclusive as to all further claim of the United States.

* * * * *

I have, etc.,

G. M. DALLAS.

No. 186.

Mr. Dallas to Mr. Forsyth.

No. 7.]

AMERICAN LEGATION,
St. Petersburg, September 8, 1837.

SIR: Since my last, dated the 16th of August, 1837, and sent by the courier of the English legation, I have addressed to Count Nesselrode the communication of which a copy is annexed.

* * * * *

I have, etc.,

G. M. DALLAS.

[Inclosure in Mr. Dallas's No. 7.]

Mr. Dallas to Count Nesselrode.

AMERICAN LEGATION, *August 15 (27), 1837.*

The undersigned, envoy extraordinary and minister plenipotentiary of the United States of America, has the honor very respectfully to invite the attention of his excellency the vice-chancellor of the Empire to the following subject, specially given to him in charge as calling for an early submission to the consideration of the Imperial Government.

It will doubtless be remembered that by the perpetual convention of the 5th (17th) of April, 1824, signed by his excellency Count Nesselrode and Mr. Poletica on behalf of Russia, and by Mr. Henry Middleton on behalf of the United States, it was agreed that in any part of the great ocean commonly called the Pacific Ocean, or South Sea, the respective citizens or subjects of the high contracting powers should be neither disturbed nor restrained, either in navigation or in fishing, or in the power of resorting to the coasts, upon points which may not already have been occupied, for the purpose of trading with the natives; that, to prevent the rights of navigation and of fishing, exercised upon the great ocean, from becoming the pretext for an illicit trade, the citizens or subjects of either country should not resort, without permission, to any establishment of the other; and that there should not be formed to the north of 54° 40' of north latitude by the citizens of the United States, nor south of that parallel by Russian subjects, any establishment upon the northwest coast of America. It was declared by the fourth article to be understood that during a term of ten years, counting from the signature of the convention, the ships of both countries respectively might reciprocally frequent, without any hindrance whatever, the interior seas, gulfs, harbors, and creeks upon the said coast, for the purpose of fishing and trading with the natives.

The permanent powers to navigate, to fish, and to resort to the coasts upon unoccupied points, in order to trade with the natives, thus mutually recognized in a spirit of forecasting friendship, which removes, by explicit assurances, every possible cause of collision or jealousy, and has always characterized the relations and intercourse of the two governments, would seem to be unequivocally distinct and precise. It is to a vague and perverted condition of things, consequent, in a great degree, upon the expiration of the temporary provision of the fourth article, much rather than to any

inimical national policy, that the undersigned imputes the incident, so detrimental to the interest of an American citizen and so incompatible with the rights of his country, which is now submitted to the just and candid consideration of his excellency Count Nesselrode.

[Here follows a statement of the case of the *Loriot*, substantially the same as that given above in Mr. Forsyth's instructions of May 4, 1837.]

The undersigned is unwilling to make to his excellency Count Nesselrode the remarks naturally suggested by this brief statement of facts (whose authenticity he can not doubt), until every reasonable and just opportunity shall have been given to the Russian officers implicated to temper, if possible, their harshness by explanation. His firm confidence in the dispositions heretofore expressed and manifested towards his country precludes his supposing, for one moment, that a proceeding so unfriendly in its nature and circumstances, and so inconsistent with the rights of American citizens, immemorially exercised and secured by the laws of nations, as well as by the stipulations of the first article of the treaty of 1824, was authorized by His Imperial Majesty's Government, or can receive its sanction.

Nevertheless, it is made the duty of the undersigned earnestly and most respectfully to remonstrate against such an unwarranted aggression by persons enjoying the character and using the means of agents in the Russian service, and to claim, as he now does, from His Imperial Majesty's Government, for the losses and damages sustained by the owners of the brig *Loriot*, such indemnification as may, on an investigation of the case, be found justly their due.

In the sincere hope that an early and happy adjustment of this business may arrest its tendency to excite unkindness of feeling between the citizens and subjects of the two countries, the undersigned avails, etc.,

G. M. DALLAS.

No. 187.

Mr. Forsyth to Mr. Dallas.

No. 4.]

DEPARTMENT OF STATE,
Washington, November 3, 1837.

SIR: Your dispatches, Nos. 6 and 7, of the 16th of August and 8th of September, respectively, have been duly received and submitted to the President, by whom I am directed to make the following observations, with reference to your remarks regarding the proper construction of the convention of April, 1824, between the United States and Russia.

The first article of that instrument is only declaratory of a right which the parties to it possessed, under the law of nations, without conventional stipulations, to wit, to navigate and fish in the ocean upon an unoccupied coast, and to resort to such coast for the purpose of trading with the natives.

The second article prohibits the one party from resorting to points occupied by the other without permission.

The third article prevents each party from occupying new points within certain limits.

The fourth article grants permission to either party to frequent, for a specified term, the interior seas, gulfs, harbors, and creeks upon the whole northwest coast of America, without regard to limits or occupation, for the purpose of fishing and of trading with the natives of the country.

The question is as to the meaning and object of this last-mentioned article. Is it to be interpreted as an agreement by either of the parties to abandon, after a specified term, the right to resort to any part of the coast which is unoccupied?

If the fourth article is to be considered as applicable to ports of the coast unoccupied, then it merely provides for the temporary enjoyment

of a privilege which existed in perpetuity, under the law of nations, and which has been expressly declared so to exist by a previous article of the convention. Containing no provision, therefore, not embraced in the preceding article, it would be useless, and of no effect. But the rule in regard to the construction of an instrument, of whatever kind, is, that it shall be so construed, if possible, as that every part may stand.

If the article be construed to include points of the coast already occupied, it then takes effect, thus far, as a temporary exception to a perpetual prohibition, and the only consequence of an expiration of the term to which it is limited would be the immediate and continued operation of the prohibition.

It is still more reasonable to understand it, however, as intended to grant permission to enter interior bays, etc., at the mouths of which there might be establishments, or the shores of which might be in part, but not wholly, occupied by such establishments, thus providing for a case which would otherwise admit of doubt, as without the fourth article it would be questionable whether the bays, etc., described in it belonged to the first or second article.

In no sense can it be understood as implying an acknowledgment on the part of the United States of the right of Russia to the possession of the coast above the latitude of $54^{\circ} 40'$ north. It must be taken in connection with the other articles of the convention, which have, in fact, no reference whatever to the question of the right of possession of the unoccupied parts of the coast. In a spirit of compromise, and to prevent future collisions or difficulties, it was agreed that no new establishments should be formed by the respective parties to the north or south of a certain parallel of latitude, after the conclusion of the agreement; but the question of the right of possession beyond the existing establishments, as it subsisted previously to, or at the time of, the conclusion of the convention, was left untouched. The United States, in agreeing not to form new establishments to the north of latitude $54^{\circ} 40'$ north, made no acknowledgment of the right of Russia to the territory above that line. If such an admission had been made, Russia, by the same construction of the article referred to, must have acknowledged the right of the United States to the territory south of the designated line. But that Russia did not so understand the article is conclusively proved by her having entered into a similar agreement (1825) with Great Britain; and having, in fact, acknowledged in that instrument the right of possession of the same territory by Great Britain. The United States can only be considered as acknowledging the right of Russia to acquire, by actual occupation, a just claim to unoccupied lands above the latitude $54^{\circ} 40'$ north, and even this is mere matter of inference, as the convention of 1824 contains nothing more than a negation of the right of the United States to occupy new points within that limit.

Admitting that this inference is just, and was in contemplation of the parties to the convention, it can not follow that the United States ever intended to abandon the just right acknowledged by the first article to belong to them under the law of nations—to frequent any part of the unoccupied coast of North America for the purpose of fishing or trading with the natives. All that the convention admits is an inference of the right of Russia to acquire possession by settlement north of $54^{\circ} 40'$ north. Until that actual possession is taken, the first article of the convention acknowledges the right of the United States to fish and trade as prior to its negotiation. This is not only the just construction, but it is the one both parties are interested in putting upon the instrument,

as the benefits are equal and mutual, and the object of the convention, to avoid converting the exercise of a common right into a dispute about exclusive privilege, is secured by it.

I am, etc.,

JOHN FORSYTH.

No. 188.

Mr. Dallas to Mr. Forsyth.

No. 15.] LEGATION OF THE UNITED STATES OF AMERICA,
St. Petersburg, March 19, 1838.

SIR: The departure of a courier from the British legation to-morrow enables me to forward to you copies of two notes which have recently passed between Count Nesselrode and myself. They originate in the claim advanced on behalf of the owners of the *Loriot*, agreeably to your instructions of the 4th of May, 1837. Their interest, however, is far more extensive, the demand for private indemnity being merged in a question of national right, and the interpretation of the treaty negotiated in 1824 by my predecessor, Mr. Middleton.

* * * * *

I have, etc.,

G. M. DALLAS.

[Inclosure 1 in Mr. Dallas's No. 15.—Translation.]

Count Nesselrode to Mr. Dallas.

ST. PETERSBURG, February 23, 1838.

Mr. Dallas, envoy extraordinary and minister plenipotentiary of the United States of America, by his note of the 15th (27th) of August last, has thought proper to interpose in behalf of the claims preferred by Richard Blinn, a citizen of the United States, and master of the merchant brig *Loriot*. It appears from the above-mentioned note that in 1833 this vessel, having sailed for the northwest coast of America, arrived at Forrester's Island in latitude of 54° 55' north, with the intention of employing the natives in hunting for sea-otters, and that a few days after his arrival he was ordered off by a brig of the Russian-American Company, without having been able to pursue his project. Mr. Blinn, in virtue of the stipulations of the convention of the 5th (17th) of April, 1824, and especially of the first article of that convention, now prefers complaints against the conduct of the Russian brig towards him, and asks indemnification for the losses sustained in consequence by the proprietors of the *Loriot*.

A claim of this nature, presented, too, by the representative of a power with which Russia is anxious to cultivate the most friendly relations, demanded the most serious attention on the part of the Imperial ministry. The Russian-American Company was accordingly asked, without delay, for minute information respecting all the circumstances connected with the above-mentioned facts, in order that it might be examined with an entire knowledge of the affair. This information has not yet reached the Imperial ministry, as the Russian-American Company has not to this moment received any special report concerning the ordering off of the *Loriot*. It appears, however, from the circumstances as stated in the very note of Mr. Dallas, as well as from a deposition made by one of the officers recently returned from those countries, that in notifying Mr. Richard Blinn to quit the shores where he was, the commander of the Russian brig did nothing more than conform with the instructions given to him at the expiration of the fourth article of the convention.

By examining the stipulations of that convention, with the spirit of equity which marks the character of Mr. Dallas, he will be convinced that the Imperial Government can not acknowledge the justice of the complaints of Mr. Blinn.

It is true, indeed, the first article of the convention of 1824, to which the proprietors of the *Loriot* appeal, secures to the citizens of the United States entire liberty of navigation in the Pacific Ocean, as well as the right of landing without disturbance

upon all points on the northwest coast of America, not already occupied, and to trade with the natives. But this liberty of navigation is subject to certain conditions and restrictions, and one of these restrictions is that stipulated by the fourth article, which has specially limited to the period of ten years the right on the part of the citizens of the United States to frequent, without disturbance, the interior seas, the gulfs, harbors, and creeks north of the latitude of $54^{\circ} 40'$. Now this period had expired more than two years before the *Loriot* anchored in the harbor of Tuckessan. In 1835 the Emperor's minister in the United States had received orders to call the attention of the cabinet at Washington expressly to the circumstance of the expiration of this period; and in consequence of the official note addressed on this subject by Baron de Krudener to the Secretary of State, the Government of the United States caused to be published, in the Washington newspaper, a statement that, as the period of ten years had expired on the 4th of April, 1834, "the governor of the Russian colonies had formally notified the commanders of American vessels in that quarter that they could no longer claim, under the convention, the right of landing without distinction, at all the harbors belonging to Russia on this coast."

If, then, notwithstanding so formal a warning which the Government of the United States had itself aided in conveying to the knowledge of the citizens of the Union, the owners of the *Loriot* ventured upon an expedition to coasts where they had for two years been interdicted from landing it appears that they should attribute only to themselves the ill success of this enterprise, and that the Imperial Government can not admit their claims, nor acknowledge their title to indemnification. In communicating these observations to Mr. Dallas, the undersigned flatters himself with the belief that he will admit the justice of them, and cause them to be viewed in the same light by his Government.

In this hope he prays the envoy to accept, etc.,

NESSELRODE.

[Inclosure 2 in Mr. Dallas's No. 15.]

Mr. Dallas to Count Nesselrode.

ST. PETERSBURG, March 5 (17), 1838.

The undersigned, envoy extraordinary and minister plenipotentiary of the United States of America, had the honor to receive the answer of his excellency Count Nesselrode, vice-chancellor of the Empire, dated the 23d February, 1838, to the communication which the undersigned, conformably to the special charge of his Government, addressed to his excellency on the 15th (27th) of August, 1837, in relation to the interference of certain of his Imperial Majesty's armed forces with the merchant brig *Loriot*, owned and commanded by citizens of the United States, and prosecuting a trading voyage to the northwest coast of America.

The remoteness of the regions where the incidents occurred which constitute the foundation of the reclamation on behalf of the parties injured, and the known difficulty of obtaining circumstantial details of any event in that quarter, connected with the assurance of his excellency that the Imperial ministry had given to the subject its serious attention, must have engaged the undersigned to protracted silence, under the conviction that everything which the justice of the case required would ultimately be attained. The note, however, of his excellency, if accurately understood, dispenses with the necessity of additional information, and, adopting the statement of facts derived by the American Government from its citizens, would seem to remove all motive for further delay. An early notice, therefore, of the grounds upon which a recognition of the claim has been declined is impelled alike by a profound respect for the source whence they emanated, and by a sense of the peculiar importance with which they bear upon the relations and interests of the two countries.

The light in which the President of the United States regarded the treatment of Captain Blinn precluded the possibility of his supposing it warranted by the public authorities of Russia. He will hear, with painful surprise, that the subordinate by whom that treatment was inflicted did but obey the instructions with which he had been furnished in consequence of the expiration of the fourth article of the convention of 1824.

It will be recollected that more than two and a half years ago the American Secretary of State, Mr. Forsyth, in a letter of the 21st of July, 1835, addressed to His Imperial Majesty's minister then at Washington, the Baron de Krudener, expressed a wish to receive, as early as practicable, precise information of the measures His Imperial Majesty's Government had adopted or proposed to adopt in relation to the admission of American vessels into the harbors, bays, and rivers of the Russian settlements on the northwest coast of the continent; that this request was reiterated by Mr. Wilkins, the predecessor of the undersigned, in a communication of the 1st of

November, 1835; and that his excellency Count Nesselrode, in answer thereto, referring to the spring of 1836 as the earliest period at which an exact knowledge could be obtained of the measures which the local authorities had adopted, or which it would be necessary to adopt, left no room to doubt that they would then, or as soon as digested, be made known to the American Government. This information, so desirable as a basis for any corresponding measures to which the United States would have been urged by their uniform dispositions of amity towards Russia, as well as by a provident attention to the regularity and security of their own commerce, has never been imparted. Had the purport of the instruction, under which the *Loriot* was violently seized and driven from her voyage, been communicated, it would not have been allowed to work injury and loss to unoffending persons, without at least being first made the object of candid remonstrance, or of precautionary notice. And the President of the United States, unapprized of these regulations, or of the particular points of the northwest coast on which Russian establishments were newly formed, could not but view the abrupt proceeding to which Captain Blinn was subjected as an act, under any aspect, of the most unfriendly character. How far this sentiment will be changed or qualified by unexpectedly finding the slight on the American flag and the armed opposition to American trade to have been ordered, and to be now sanctioned, by the Government of His Imperial Majesty, upon the principles stated, the undersigned can not venture to foresee.

Nor is the "informal notice" (lying before the undersigned) published, at the repeated request of Baron de Krudener, in the *Washington Globe* on the 22d of August, 1835, to which his excellency has referred, susceptible, in the estimation of the undersigned, of a construction which can ascribe to the American Government, or any of its citizens, the knowledge that a voyage like the one contemplated by Captain Blinn was inconsistent with any colonial interdict or general pretension of the Imperial authorities. Far from it. That publication, while characteristic of the frank and confiding readiness with which the American Executive proceeded to execute a wish expressed by a power whose intercourse and relations inspire no distrust, compels, as is conceived, with unfeigned deference, the opposite construction, and imports a recognition of the entire lawfulness of such a voyage. In this spirit, and in this only, was it originally framed, and has ever since, without a question, been understood by the Government and people of the United States. True, it adverts to a notice issued by the governor of the Russian colonies after the expiration of the fourth article of the convention, to the effect that the masters of American vessels could no longer claim the right they enjoyed under that fourth article of landing at all the landing places, without distinction, belonging to Russia on the northwest coast; and it further proceeds to observe to all interested in the trade that, under the second article of the same convention, it is necessary for all American vessels resorting to any point where there is a Russian establishment to obtain the permission of the governor or commander. To the scope of phraseology of this "informal notice" it is believed Baron de Krudener never, orally or in writing, took the slightest exception. It will surely be perceived by his excellency Count Nesselrode to contain no inhibition of trading voyages generally to the northwest coast of America, but, on the contrary, to confine its admonition expressly and precisely to "landing places belonging to Russia," and to "any point on the coast where there is a Russian establishment." Such landing places and such points were alone supposed to be embraced in the notice of Governor Wrangel, and were alone designated in the publication. American voyages to them were no longer as unembarrassed as during the operation of the fourth article of the convention, but to all other points of that vast and wild territory the freedom of American navigation and trade remained unimpaired. It formed no part of the purpose of Captain Blinn to visit, with or without permission, any landing place or point distinguished by Russian occupancy or establishment; and it is therefore submitted that, even supposing him to have read the paragraph adduced, he could at least deduce from it nothing adverse to his voyage.

The decision of the Imperial ministry is stated by his excellency the vice-chancellor to result from the very circumstances set forth in the note of the undersigned, as well as from an affidavit of an officer recently returned from the Russian colonies, and to be founded upon the convention of 1824. As the contents of the affidavit are not mentioned, they are presumed not to affect materially the narrative of the note, and certainly not to introduce any substantive assertion or denial adequate to give the case a totally new character, and to exact, by its own force merely, a judgment which could not be reached without it. The remarks, therefore, which the undersigned proposes to subjoin are necessarily restricted to the admitted allegations on behalf of Captain Blinn in connection with the stipulations of the treaty.

If, in pursuing this course, any injustice be done to the reasoning or views of the Imperial ministry, he will, on the slightest intimation, hasten to rectify it with the frankness which he esteems indispensable to the faithful discharge of his representative duty.

Avoiding a repetition of details heretofore enumerated, as well as their aggravat-

ing features, the leading facts of reclamation are, that the brig *Loriot*, owned and commanded by American citizens, sailed from the Sandwich Islands on the 22d of August, 1836, bound to the northwest coast, to procure provisions and Indians for hunting sea-otter; that, having made Forrester's Island, she anchored in the harbor of Tuckessan, in latitude $54^{\circ} 55'$ north; that no Russian establishment existed in that harbor; that four days afterwards, an armed brig of His Imperial Majesty's navy went into a neighboring harbor, called 'Tateskey, in latitude $54^{\circ} 45'$ north; that no Russian establishment existed in this latter harbor; that she was boarded by officers from the armed brig, by whom her captain was first ordered to leave the dominions of Russia, and subsequently compelled to get under way and sail for the harbor of Tateskey; that when off the harbor of Tateskey she was, in threatening weather, refused permission to enter, and peremptorily again commanded to quit the waters of His Imperial Majesty; and, finally, that, owing exclusively to this interference of armed force, her voyage was abandoned, and she returned to the Sandwich Islands on the 1st of November. It is this plain and brief story, which the undersigned, by instruction of his Government, has termed inconsistent with the rights of American citizens, immemorially exercised and secured by the laws of nations, as well as by the stipulations of the first article of the convention of 1824, and entitling the parties injured to such indemnification as might on an investigation be found justly their due.

The right of the citizens of the United States to navigate the Pacific Ocean, and their right to trade with the aboriginal natives of the northwest coast of America, without the jurisdiction of other nations, are rights which constituted a part of their independence as soon as they declared it. They are rights founded in the law of nations, enjoyed in common with all other independent sovereignties, and incapable of being abridged or extinguished, except with their own consent. It is unknown to the undersigned that they have voluntarily conceded these rights, or either of them, at any time, through the agency of their Government, by treaty or other form of obligation, in favor of any community. Yet he deduces from the communication of his excellency, after having given it the careful consideration to which every act from such a source lays claim, as the only ground upon which the reclamation on behalf of Captain Blinn is resisted, the proposition that the United States, by the convention of 1824, yielded to His Imperial Majesty the right to hold commerce, on the expiration of ten years, with the aboriginal natives on the northwest coast beyond the degree of $54^{\circ} 40'$ north latitude. This proposition, if established, is unquestionably fatal to the pretensions of the master and owners of the *Loriot*. It bears, however, an aspect so detrimental to the interests of his countrymen, and to their attributes as an independent power, is so inconsistent with the past policy and principles of the American cabinets, and is withal of such minor importance to the prosperity and greatness of Russia, that the undersigned trusts its want of solid foundation will, on further reflection, be apparent and confessed.

The avowed objects of the convention between the United States and His Imperial Majesty, were "to cement the bonds of amity which unite them, and to secure between them the invariable maintenance of a perfect concord." The means of attaining these invaluable ends were embodied in its articles. There is first a mutual and permanent agreement, declaratory of their respective rights, without disturbance or restraint, to navigate and fish in any part of the Pacific Ocean, and to resort to its coasts upon points which may not already have been occupied, in order to trade with the natives. These rights pre-existed in each, and were not fresh liberties resulting from the stipulation. To navigate, to fish, and to coast, as described, were rights of equal certainty, springing from the same source, and attached to the same quality of nationality. Their exercise, however, was subjected to certain restrictions and conditions, to the effect that the citizens and subjects of the contracting sovereignties should not resort to points where establishments existed without obtaining permission; that no future establishments should be formed by one party north, nor by the other party south, of $54^{\circ} 40'$ north latitude; but that, nevertheless, both might for a term of ten years, without regard to whether an establishment existed or not, without obtaining permission, without any hindrance whatever, frequent the interior seas, gulfs, harbors, and creeks, to fish and trade with the natives. This short analysis leaves, on the question at issue, no room for construction.

The view taken by his excellency Count Nesselrode rests upon the provision last referred to, contained in the fourth article of the convention. Of this it is essential to fix the true character. Does its limitation of ten years apply to the broad national right of resorting to unoccupied points of the coast? If it do not, the position taken is untenable. That it does not, would seem to be a conclusion of the gravest, as of the lightest scrutiny.

The renunciation of a prerogative so high and important, if designed would not have been left to mere inference from a disjointed paragraph, but would have been distinctly expressed in immediate connection with its first statement. No motive

can possibly be assigned for permitting an intended abandonment of such a right, formally declared in the first article, to lurk unseen in the varied language of the fourth article.

The power of resorting to unoccupied points of the coast existed in perpetuity by the laws of nations, and is so enunciated in the first article. To declare it afterwards to exist for ten years would be to insert a clause idle and without effect, providing for the temporary enjoyment of what had been previously pronounced permanent. But the interpretation of every instrument must be such as will, if possible, give substance and utility to each of its parts. Applied to points of the coast already occupied, the fourth article takes effect as a temporary exception to the perpetual prohibition of the second article; and the only consequence of the expiration of the term to which it is limited, is the revival and continued operation of that prohibition.

In employing, in the fourth article, the descriptive words "interior seas, gulfs, harbors, and creeks," there is a departure from the comprehensive phraseology of the first article, which is only to be explained by the fact that another idea was to be expressed. Nor is it difficult to understand what was really meant. The bonds of amity and perfect concord, which it was so desirable to cement and invariably maintain, would have been endangered, in peculiar localities, as to which doubts might naturally arise whether they were embraced in the first or the second article. If, however, at their openings, or upon their commanding highlands, or on their shores, an occupied point or establishment existed, it was thought expedient to let them take character from that incident, without any nice measurement of its range or influence, at the expiration of ten years; and, accordingly, the fourth article, avoiding too sudden a check of the actual account of trade, put a limit of time upon the liberty to frequent such places.

The undersigned submits that in no sense can the fourth article be understood as implying an acknowledgment, on the part of the United States, of the right of Russia to the possession of the coast above the latitude of $54^{\circ} 40'$ north. It must, of course, be taken in connection with the other articles, and they have, in fact, no reference whatever to the question of the right of possession of the unoccupied parts. To prevent future collisions it was agreed that no new establishment should be formed by the respective parties to the north or south of the parallel mentioned; but the question of the right of possession beyond the existing establishments, as it stood previous to, or at the time of, the convention, was left untouched.

By agreeing not to form new establishments north of latitude $54^{\circ} 40'$ the United States made no acknowledgment of the right of Russia to the territory above that line. If such an admission had been made, Russia, by the same construction of the article referred to, must have equally acknowledged the right of the United States to the territory south of the parallel. But that Russia did not so understand the article is conclusively proved by her having entered into a similar agreement in her subsequent treaty of 1825, with Great Britain, and having in that instrument acknowledged the right of possession of the same territory by Great Britain.

The United States can only be considered inferentially as having acknowledged the right of Russia to acquire, above the designated meridian, by actual occupation, a just claim to unoccupied lands. Until that actual occupation be taken, the first article of the convention recognizes the American right to navigate, fish, and trade, as prior to its negotiation. Such is esteemed the true construction of the convention; the construction which both nations are interested in affixing, as the benefits are equal and mutual, and the great object is secured of removing the exercise of a common right from the danger of becoming a dispute about exclusive privileges.

At the hazard of proving tedious, the undersigned has thus endeavored to convey to his excellency Count Nesselrode the views suggested by his recent communication.

The Government of the United States is ardent and uniform in its anxiety to cherish with that of Russia the most friendly relations; in the reciprocation of this sentiment the fullest confidence is felt. The citizens and subjects of the two countries, meeting only with feelings of cordiality and for purposes of mutual advantage, are rapidly reaping the fruits of a wise and beneficent international policy. Every year enlarges the sphere of their commercial intercourse, discloses the identity of their interests, and strengthens their ties of amity. In the persuasion that the enlightened councils of His Imperial Majesty will join with the American authorities in every effort consistent with the honor and rights of their respective nations, to rescue this condition of things from all danger of interruption, the undersigned earnestly invites a reconsideration of the ground upon which the claim of the owners of the *Loriot* has been dismissed.

With a consoling hope as to the result, he begs, etc.,

G. M. DALLAS.

No. 189.

Mr. Dallas to Mr. Forsyth.

No. 16.] LEGATION OF THE UNITED STATES OF AMERICA,
St. Petersburg, April 16, 1838.

SIR: On the 21st of last month I received the answer of Count Nesselrode to the proposal made to him in my communication of the 28th of December, 1837, for the renewal of the fourth article of the convention of 1824, and I accompanied my acknowledgment of its receipt with a request for information as to the measures adopted or proposed to be adopted by His Imperial Majesty, respecting the admission of American vessels into the Russian establishments on the northwest coast. Copies of these two documents are annexed to this dispatch. Every act of an official character is preceded by so much deliberation and delay that I may not hope to hear further on this subject for some weeks to come.

The refusal to renew the article was far from unexpected. Although there may be much truth in the statements upon which that refusal is explained, it was foreseen that the grasping policy of the fur company would, in itself, be quite adequate to this result. I am unable to say how far the representation as to the extremely limited character of the American trade under the article be correct, nor how far my countrymen may be implicated in the sale of spirituous liquors, powder, and fire-arms to the natives in violation of the fifth article of the convention; nor whether complaints on the latter subject have or have not been made by the Russian authorities to those of the United States, invoking in designated cases the penalties prescribed by act of Congress. On none of these points do the archives of this legation furnish sources of information.

Nor would it, indeed, seem expedient, under any circumstances, to criticise the alleged motives for declining a revival of the expired stipulation. No consequence could follow but disagreement in relation to details, when the main point is one exclusively of discretion, is obviously decided beyond the probability of change, and that decision is communicated in the most friendly terms.

By the expiration in April, 1834, of the ten years limited in the fourth article of the convention, and by the definitive refusal to renew it, the Imperial Government would seem to attain an important object in their northwestern colonial policy, while the United States forego, in fact, nothing but a series of vague claims calculated only to embroil and complicate the relations of the two countries. My predecessor, Mr. Middleton, by whom the convention was negotiated, conceived the article to be a mutual grant, temporary in its duration, extending to specific and particular privileges, which the traders of neither nation would enjoy as general rights. He regarded the liberty to carry on commerce, without any hindrance whatever, with the natives in the interior seas, gulfs, harbors, and creeks of the Russian settlements, as so much added to the range of our trade beyond its natural boundaries; and he anticipated that, before the lapse of the term proposed, the Russian settlers would perceive the importance of our unshackled intercourse, as a sure and economical means for obtaining supplies, and would ultimately prolong it indefinitely. With these views and impressions, during the pendency of the negotiation, he originated the fourth article, which formed no part either of the *projet* of a treaty sent to him by Mr.

Adams, then Secretary of State, or of the *projet* he submitted to Count Nesselrode at their first conference on the 9th of February, 1824.

The adoption of the article suspended for ten years the necessity of practically discriminating between such places on the northwest coast as were open to a common trade, in consequence of being savage and unoccupied, and those accessible only by permission from a local authority. In other words, there was no immediate call for agreeing and defining what should constitute an "establishment," an "occupancy," or a "settlement," so as to redeem a given spot, with its contiguous territory from a wild state and subject them to an exclusive jurisdiction. During the prescribed period in this particular everything was left as large as before, and here lies, in my opinion, the chief if not the only important incident of the refusal to renew the article. It will become necessary now to have some distinct understanding as to the nature and range of the act of colonizing, which shall permanently vest the dominion in either nation. Without this our commerce in that interesting quarter must be impeded and narrowed and probably soon entirely destroyed by the absurd pretensions of the Russian Fur Company.

The stipulated freedom to trade unmolested within the interior seas, bays, creeks, and harbors of the northwest coast, being regarded, under our construction of the treaty, as solely applicable to occupied places, and having ceased upon the expiration of the ten years, it becomes essential to the safe prosecution of American enterprise and traffic in these remote regions, that we should ascertain, if possible, which of the interior seas, bays, creeks, and harbors fall, by actual Russian settlement, under exclusive Russian dominion. Although the facts be extremely difficult to reach, and a powerful monopoly be interested and at work to misrepresent them, still something may be effected by furnishing to our citizens a rule by which to test the character and extent of any occupation whose existence is alleged as an impediment to an intended voyage. And if we can not spare one or two of our vessels of war to make a thorough examination of the coast, as well as to assert, in defiance of petty obstacles, the national right to trade freely upon unoccupied points, we must be content, however reluctantly, to take just such statements for information as it may please the Fur Company's officers and agents to give. Supposing, then, what I do not expect, that the Imperial Government will abandon the ground it has taken in the case of Captain Blinn, and admit that we still possess the liberty of holding commerce with the natives north of the line of delimitation, I shall be anxious to have your instructions as to the suggested expediency of calling frankly for an enumeration of the points on the coast at which Russian settlements are alleged to exist, and of inviting the adjustment of some definite rule by which the reality of a settlement, and the extent of its adjacent operation, may at any time be peaceably determined. If, however, the position taken in reference to Captain Blinn's claim be adhered to, these inferior inquiries can not be made; for that position, as will be remembered, excludes our commerce, except by Russian permission, from the whole coast beyond the degree $54^{\circ} 40'$ north.

I should perhaps feel warranted in pursuing measures for this purpose without delay. The request for information as to the regulations to be enforced in relation to American vessels, made in my last note to Count Nesselrode, may be esteemed a fair preliminary. But I am anxious to know, before proceeding further, whether the decided manner in which I have treated the claim to exclusive dominion, in the affair of the *Loriot*, be approved or not; and whether the right by the laws of nations

to trade with the natives on unoccupied parts of the coast be esteemed so certain and so important that it will be insisted on, even at the hazard of interrupting the amicable relations of the two countries. I wish to shape my progress so as to harmonize in every movement, as nearly as possible, with whichever alternative, inflexibility, or concession the President may esteem the highest and truest policy.

* * * * *

I have, etc.,

G. M. DALLAS.

[Inclosure in Mr. Dallas's No. 16.—Translation.]

Count Nesselrode to Mr. Dallas.

ST. PETERSBURG, *March 9, 1838.*

The undersigned has had the honor to receive the note that Mr. Dallas, envoy extraordinary and minister plenipotentiary of the United States of America, was pleased to address him on the 16th (28th) of December, relative to the proposition previously brought forward by Mr. Wilkins, to renew the fourth article of the convention of April 5 (17), 1824, of which the effect had been limited to a term of ten years, and which had, consequently, expired in 1834.

The desire not to decide a question of this importance without a thorough knowledge of the subject, did not permit the Imperial Government to give an opinion in relation to it until detailed information had been collected, as well in regard to the wants of the Russian establishments in America as to the influence that the state of things secured by the fourth article had exercised there. In setting forth this consideration to Mr. Wilkins, the undersigned intimated, in his note of the 28th of November, 1835, that he would give timely notice to the legation of the United States of the determinations adopted on this subject by the Russian Government.

The information then expected has since reached the undersigned, and it appears that the execution of the temporary provisions contained in the fourth article had not been unattended with serious inconveniences, and that it has been really injurious to the prosperity of the Russian establishments on the northwest coast. The greater part of the foreign vessels which resort to this coast, in virtue of the said stipulations, have only made use of the right of trading with the natives in order to sell them spirituous liquors, fire-arms, and gunpowder. According to the tenor of the fifth article, these articles were expressly excluded from the trade; but experience has proven that this exclusion, and also the legislative measures by which the Government of the United States sought to carry it into effect, were illusory; since, by the same article, the contracting parties had deprived themselves of all means of controlling the vessels which should visit these latitudes, so that entire cargoes of rum, of fire-arms, and ammunition have been carried without hindrance into the Russian possessions and sold to the natives, thus necessarily endangering the germs of order and civilization which the agents of the Russian-American Company have already succeeded in introducing among these tribes.

It is, moreover, to be observed that the articles comprised in this fraudulent trade were expressly those of which the sale there offered most advantages, because the Russian American Company having once for all excluded them from its own traffic with the natives, the latter could only procure them on board foreign vessels.

This state of things could not fail to occasion complaints and remonstrances, which, the Imperial Government being ever anxious for the preservation of its relations with the United States, would alone, from that time, be an adequate motive to induce it to desire that the stipulations of the fourth article should not be renewed. But another consideration, not less decisive, here presents itself: this is the obligation under which the Imperial Government is placed to protect the commerce and navigation of the Russian colonies, and to secure to them henceforth the peaceable enjoyment of the advantages which, by virtue of their privileges, they are destined to gather from the improvement (exploitation) of the fisheries as well as from the trade with the natives.

These considerations, taken together, render it impossible for the Imperial Government to accede to the proposition which has been made to it to renew the stipulations of the fourth article. The regret experienced by it on the occasion is, however, diminished by the conviction that the United States would not themselves derive any especial advantage from the longer continuance of these stipulations, since, according to a statement of the navigation in these places, even whilst the fourth article was yet in force, there were never more than four American vessels arrived in the course

of a whole year, and that even this number, hardly to be taken into account in the flourishing state of the mercantile marine of the Union, was diminishing in proportion as enterprises on the northwest coast offered fewer chances of success. It appears evident from this that the renewal of the fourth article could hardly contribute to extend, in a reciprocally useful manner, the commercial relations between Russia and the United States of America; or, by consequence, answer the constant solicitude of the Imperial Government to cement more and more, and in a mutual interest, the friendly connections which it is always happy to cultivate with the Government of the Union.

The undersigned has the honor, etc.,

NESSELRODE.

No. 190.

Mr. Dallas to Mr. Forsyth.

No. 17.]

LEGATION OF THE UNITED STATES,
St. Petersburg, May 13, 1838.

SIR: On the 9th instant, the communication of which I annex a copy was received from Count Nesselrode, in reply to my request, under date of the 26th of March last, to be furnished with information as to the measures adopted, or proposed to be adopted, by this Government, respecting the admission of American vessels into the Russian establishments on the northwest coast.

It will be perceived that the substance of Count Nesselrode's note is distinct and definitive, and that the single and simple measure adopted in relation to our vessels, is their absolute exclusion from what are deemed the Russian possessions. The published order of Governor Wrangel, to which Baron Krudener, in 1835, called your attention, is confirmed unqualifiedly in principle and practice; and the Cabinet at Washington is invited to repeat the warning heretofore given by it to the citizens of the United States not to contravene that prohibitory notice, so that they may avoid exposing themselves to the consequences of misunderstanding or collision.

Although my request for information was expressly limited to Russian establishments, and Count Nesselrode's reply to it may not strictly be extended beyond that limit, I can not help thinking that the prefatory and peculiar reference he has made to the expiration of the fourth article of the convention is meant as a reiteration of the position assumed in the case of the *Loriot*, Captain Blinn, to wit, that since April, 1834, our right to frequent the interior seas, gulfs, harbors, and creeks, north of 54° 40' north latitude, whether actually occupied or not, has ceased. The consistent brevity, indeed, with which the effect of the ten years' limitation is uniformly invoked, satisfies me that it is esteemed a "*point d'appui*," in relation to our rights and pretensions on the northwest coast, too conclusive to be omitted or argued. My letter, in answer to the first assumption of that position, dated the 17th of March, 1838, and forwarded to you with dispatch No. 15, has not been noticed.

* * * * *

Very respectfully, etc.

G. M. DALLAS.

[Inclosure in Mr. Dallas's No. 17.—Translation.]

Count Nesselrode to Mr. Dallas.

ST. PETERSBURG, April 27, 1838.

Mr. Dallas, envoy extraordinary and minister plenipotentiary of the United States of America, has been pleased in his note of the 14th (26th) of March, to express a

desire to know what measures have been adopted in consequence of the expiration of the fourth article of the convention of 1824, respecting the admission of American vessels into the harbors, bays, and rivers of the Russian establishments on the northwest coast. This request is made on account of the intention on the part of the Cabinet at Washington to adopt similar regulations, and such as may tend to prevent any injury to the relations now so fortunately existing between the two countries.

The undersigned, hastening to reply to an overture, accompanied by an assurance so satisfactory for the Imperial Government, makes it his duty to observe to Mr. Dallas, that, as the fourth article of the convention of the 5th (17th) of April, 1824, has only granted for ten years to the vessels of the two powers, or those belonging to their citizens or subjects, respectively, the right of frequenting, reciprocally, the interior seas, gulfs, harbors, and creeks on the coast mentioned in the third article of the same convention, for the purpose of fishing and trading with the natives of the country; and as this term of ten years expired in the month of April, 1834, the authorities of the Russian establishments on the said coast are required to see that American vessels no longer frequent the interior seas, gulfs, harbors, and creeks, situated north of the latitude of $54^{\circ} 40'$ north, as Russian vessels are, in like manner, forbidden to visit places of the same sort south of that parallel; and to maintain this prohibition, it is the duty of the said authorities to adopt the necessary measures, with the view of keeping up relations of harmony between the two Governments.

The governor of the Russian colonies on the northwest coast, having made upon this subject a publication which has been submitted to the knowledge of the Government of the United States, and the Emperor's minister at Washington having immediately afterwards invited that Government to make known to the citizens of the United States the new order of things consequent upon the expiration of the fourth article, the undersigned flatters himself with the belief that the Cabinet at Washington, in executing its announced resolution to adopt on its part similar measures, will think proper likewise to repeat its warning to the citizens of the United States, not to contravene the prohibition in question, and thus to avoid exposing themselves to the consequences of a misunderstanding or collision, which the Imperial Government would be the first to deplore.

On its part, the Imperial Government will not cease to recommend to its authorities on the northwest coast the necessary precautions, so that, while maintaining the rights acquired by Russia at the expiration of the fourth article, they should not lose sight of the respect due to the bonds of amity which unite the two Governments, and which the Imperial cabinet will always desire to strengthen and render more close for the mutual interests of their respective citizens and subjects.

The undersigned seizes, etc.,

NESSELRODE.

No. 191.

Treaty concerning the cession of the Russian Possessions in North America by His Majesty the Emperor of all the Russias to the United States of America.

[Concluded March 30, 1867. Ratified by the United States May 28, 1867. Exchanged June 20, 1867. Proclaimed by the United States June 20, 1867.]

The United States of America and His Majesty the Emperor of all the Russias, being desirous of strengthening, if possible, the good understanding which exists between them, have, for that purpose, appointed as their plenipotentiaries: the President of the United States, William H. Seward, Secretary of State; and His Majesty the Emperor of all the Russias, the Privy Counsellor, Edward de Stoeckl, his Envoy Extraordinary and Minister Plenipotentiary to the United States.

And the said plenipotentiaries having exchanged their full powers, which were found to be in due form, have agreed upon and signed the following articles:

ARTICLE I.

His Majesty the Emperor of all the Russias agrees to cede to the United States, by this convention, immediately upon the exchange of

the ratifications thereof, all the territory and dominion now possessed by his said Majesty on the continent of America and in the adjacent islands, the same being contained within the geographical limits herein set forth, to wit: The eastern limit is the line of demarcation between the Russian and the British possessions in North America, as established by the convention between Russia and Great Britain, of February 28-16, 1825, and described in Articles III and IV of said convention, in the following terms:

Commencing from the southernmost point of the island called Prince of Wales Island, which point lies in the parallel of 54 degrees 40 minutes north latitude, and between the 131st and the 133d degree of west longitude (meridian of Greenwich), the said line shall ascend to the north along the channel called Portland channel, as far as the point of the continent where it strikes the 56th degree of north latitude; from this last-mentioned point, the line of demarcation shall follow the summit of the mountains situated parallel to the coast as far as the point of intersection of the 141st degree of west longitude (of the same meridian); and finally, from the said point of intersection, the said meridian line of the 141st degree, in its prolongation as far as the Frozen ocean.

IV. With reference to the line of demarcation laid down in the preceding article, it is understood—

1st. That the island called Prince of Wales Island shall belong wholly to Russia (now, by this cession, to the United States).

2d. That whenever the summit of the mountains which extend in a direction parallel to the coast from the 56th degree of north latitude to the point of intersection of the 141st degree of west longitude shall prove to be at the distance of more than ten marine leagues from the ocean, the limit between the British possessions and the line of coast which is to belong to Russia as above mentioned (that is to say, the limit to the possessions ceded by this convention) shall be formed by a line parallel to the winding of the coast, and which shall never exceed the distance of ten marine leagues therefrom.

The western limit within which the territories and dominion conveyed, are contained, passes through a point in Behring's Straits on the parallel of sixty-five degrees thirty minutes north latitude, at its intersection by the meridian which passes midway between the islands of Krusenstern, or Ignalook, and the island of Ratmanoff, or Noonarbook, and proceeds due north, without limitation, into the same Frozen Ocean. The same western limit, beginning at the same initial point, proceeds thence in a course nearly southwest, through Behring's Straits and Behring's Sea, so as to pass midway between the northwest point of the island of St. Lawrence and the southeast point of Cape Choukotski, to the meridian of one hundred and seventy-two west longitude; thence, from the intersection of that meridian, in a southwesterly direction, so as to pass midway between the island of Attou and the Copper Island of the Kormandorski couplet or group in the North Pacific Ocean, to the meridian of one hundred and ninety-three degrees west longitude, so as to include in the territory conveyed the whole of the Aleutian Islands east of that meridian.

ARTICLE II.

In the cession of territory and dominion made by the preceding article are included the right of property in all public lots and squares, vacant lands, and all public buildings, fortifications, barracks, and other edifices which are not private individual property. It is, however, understood and agreed, that the churches which have been built in the ceded territory by the Russian Government, shall remain the property of such members of the Greek Oriental Church resident in the territory, as may choose to worship therein. Any government archives, papers, and documents relative to the territory and dominion aforesaid, which may be now existing there, will be left in the possession of the agent

of the United States; but an authenticated copy of such of them as may be required, will be, at all times, given by the United States to the Russian Government, or to such Russian officers or subjects as they may apply for.

ARTICLE III.

The inhabitants of the ceded territory, according to their choice, reserving their natural allegiance, may return to Russia within three years; but if they should prefer to remain in the ceded territory, they, with the exception of uncivilized native tribes, shall be admitted to the enjoyment of all the rights, advantages and immunities of citizens of the United States, and shall be maintained and protected in the free enjoyment of their liberty, property and religion. The uncivilized tribes will be subject to such laws and regulations as the United States may, from time to time, adopt in regard to aboriginal tribes of that country.

ARTICLE IV.

His Majesty the Emperor of all the Russias shall appoint, with convenient despatch, an agent or agents for the purpose of formally delivering to a similar agent or agents appointed on behalf of the United States, the territory, dominion, property, dependencies, and appurtenances which are ceded as above, and for doing any other act which may be necessary in regard thereto. But the cession, with the right of immediate possession, is nevertheless to be deemed complete and absolute on the exchange of ratifications, without waiting for such formal delivery.

ARTICLE V.

Immediately after the exchange of the ratifications of this convention, any fortifications or military posts which may be in the ceded territory shall be delivered to the agent of the United States, and any Russian troops which may be in the territory shall be withdrawn as soon as may be reasonably and conveniently practicable.

ARTICLE VI.

In consideration of the cession aforesaid, the United States agree to pay at the Treasury in Washington, within ten months after the exchange of the ratifications of this convention, to the diplomatic representative or other agent of his Majesty the Emperor of all the Russias, duly authorized to receive the same, seven million two hundred thousand dollars in gold. The cession of territory and dominion herein made is hereby declared to be free and unincumbered by any reservations, privileges, franchises, grants, or possessions, by any associated companies, whether corporate or incorporate, Russian or any other, or by any parties, except merely private individual property holders; and the cession hereby made, conveys all the rights, franchises, and privileges now belonging to Russia in the said territory or dominion, and appurtenances thereto.

ARTICLE VII.

When this convention shall have been duly ratified by the President of the United States, by and with the advice and consent of the Senate, on the one part, and on the other by his Majesty the Emperor of all the

Russias, the ratifications shall be exchanged at Washington within three months from the date hereof, or sooner, if possible.

In faith whereof, the respective plenipotentiaries have signed this convention, and thereto affixed the seals of their arms.

Done at Washington, the thirtieth day of March, in the year of our Lord one thousand eight hundred and sixty-seven.

[L. S.]

[L. S.]

WILLIAM H. SEWARD.

EDOUARD DE STOECKL.

No. 192.

Mr. Seward to Mr. Clay.

No. 273.]

DEPARTMENT OF STATE,

Washington, December 23, 1867.

SIR: Much anxiety had been created in the United States by the report that Captain Mellen, master of the ship *Europa*, a United States whaling vessel, has written to the owners of the vessel that a party of Russians had established a fishery on the shore near Okhotsk City, in the Sea of Okhotsk; that a Russian armed steamer has been there and ordered the ships all away; that the captain of the steamer said he was authorized to drive United States whalers away from the place; and, finally, that the captain of the steamer has fired upon the ship's boat of the bark *Endeavor*, of New Bedford.

Mr. De Stoeckl, to whom I have applied, has no information on the subject. The statements received at this Department are altogether vague and without authentication. I will thank you to ascertain from the prime minister for foreign affairs what foundation, if any, there is for the statements, and what, precisely, are the instructions of the imperial government appertaining to the fisheries in the Sea of Okhotsk.

I am, sir, etc.,

WILLIAM H. SEWARD.

No. 193.

Mr. Clay to Mr. Seward.

No. 175.]

LEGATION OF THE UNITED STATES,

St. Petersburg, January 18, 1868.

SIR: I now transmit to you a copy of my note to Prince Gortchacow in reference to the Okhotsk affair, and also a copy of his reply, through the adjunct of the minister of foreign affairs to His Imperial Majesty, M. de Westmann.

I am, sir, your obedient servant,

C. M. CLAY.

[Inclosure 1 in Mr. Clay's No. 175.]

Mr. Clay to Prince Gortchacow.

NOTE 149.]

LEGATION OF THE UNITED STATES,

St. Petersburg, Russia, January 15, 1868, N. S.

The undersigned has the honor to represent to his excellency Prince Gortchacow chancellor, etc., to His Imperial Majesty, etc., that he is instructed by the Washington

Government to inform the imperial Government that much anxiety has been created in the United States by a report from Captain Mellen of the American whaling ship *Europa*, to its owners, that a party of Russians had established a fishery near the city of Okhotsk, in the sea of that name, and that a Russian armed steamer had ordered the ships away in the name of the Russian Government, claiming to be so authorized; and that the captain of said steamer had fired upon the boats of the bark *Endeavor*, of New Bedford.

Mr. de Stoeckl has been able to give no information upon the subject. The Secretary of State adds that the statements received at the Department are altogether vague and without authentication, and he therefore requests of the undersigned to ascertain from his excellency Prince Gortchacow what are precisely the instructions, if any, given by the Russian Government in regard to the fisheries in the sea of Okhotsk.

The American minister has the honor, etc.,

C. M. CLAY.

[Inclosure 2 in Mr. Clay's No. 175. Translation.]

Mr. Westmann to Mr. Clay.

The chancellor of the empire, who is sick, as you know, my dear general, has charged me to answer your note of the 3d (15th) of January, instant. Having asked (*demandé*) of the minister of marine information upon the affair named in your note, Admiral Krabbé has just informed us that the minister of marine has not, up to the present time, any knowledge of the conflict (*conflit*) which has taken place in the sea of Okhotsk between the Russian and American ships.

Accept, etc.,

WESTMANN.

JANUARY 5, 1868.

No. 194.

Mr. Seward to Mr. Clay.

No. 278.]

DEPARTMENT OF STATE,
Washington, February 24, 1868.

SIR: I recur on this occasion to my dispatch No. 273, which related to alleged hostile demonstrations of a Russian armed vessel against a United States whaling vessel in the sea of Okhotsk. That communication was grounded upon mere rumor, which furnished no details and was supported by no evidence. Prince Gortchacow, in his reply, answered substantially that the Russian Government had no information of the alleged conflict, and had given no orders or directions under which any hostile demonstrations could have been made.

At last I have received details, which, however, are very limited, and testimony which is very incomplete. This subsequent information is contained in a dispatch of Morgan L. Smith, esq., United States consul at Honolulu, which is accompanied by a deposition made by Manuel Enos, master of the American bark *Java*.* In brief, Mr. Enos's statement presents the following facts, namely: That on the 27th of July, while he was cruising for whales in Shantar Bay, and standing towards Silas Richard's bluff, a Russian armed vessel came towards him, apparently under full steam, hoisted its flag and threw open its ports. An officer from that Russian vessel went on board of the *Java* and ordered Captain Enos immediately on board the Russian steamer. The Russian commander demanded to know the business of the United States vessel there. Captain Enos answered that his business was whaling, where-

* For these papers see Dip. Corr., 1868, p. 468.

upon the Russian commander ordered Captain Enos to leave the bay within twenty-four hours, under a threat of taking Captain Enos with his vessel to Nicolawasky, or blowing him out of the water, as the Russian captain should think proper. Captain Enos replied that he had whaled in those bays for the last seventeen years, and had never heard of any one being driven out or of any purpose of excluding whalers. Captain Enos thereupon immediately left Shantar Bay.

Captain Enos further says that he afterwards learned from some of the crew of the American bark *Endeavor*, that they, knowing nothing of the trouble, went into the same place, Shantar Bay, a few days afterwards, and that their boats were fired into by the same vessel before mentioned, and that they were commanded to leave the bays by threats to the same effect with those which had been made against Captain Enos. The consul transmitting this statement says that he has been unable to procure the name of either the Russian vessel or her commander; that he is informed by the master of the English bark *Cobang*, that some Finns, subjects of the Czar, have a whaling station there, keeping two schooners in the bay and having their trying works on shore. If we were at liberty to assume these special statements to be true, and if we were not assured by the Russian Government that the transactions complained of occurred not only without its knowledge, but without any authority, we should in that case have reason for profound concern.

As the matter stands, with the possibility that similar armed hostile demonstrations may be made on the same quarter, there is reason to apprehend that discontent will arise, and perhaps conflict may occur between citizens of the United States and the subjects of Russia in the sea of Okhotsk. Nothing could be more inconvenient than such difficulties at the present moment, as I am well assured nothing could be more sincerely deprecated by the Russian Government.

You will give a copy of this communication to Prince Gortchacow, and of its accompaniments, Consul Smith's dispatch and Captain Enos's deposition, and invite Prince Gortchacow to give his attention to the same at his reasonable convenience.

I am, sir, etc.,

WILLIAM H. SEWARD.

No. 195.

Mr. Clay to Mr. Seward.

No. 183.]

LEGATION OF THE UNITED STATES,
St. Petersburg, March 20, 1868.

SIR: To-day I received from Prince Gortchacow a note of this date, in reference to the affairs of the Java, in the Sea of Okhotsk. I inclose you a translation of the same from the French.

I am, sir, etc.,

C. M. CLAY.

[Inclosure in Mr. Clay's No. 183.—Translation.]

Prince Gortchacow to Mr. Clay.

ST. PETERSBURG, *March 8, 1868.*

By his note of March 4 (16) instant, Mr. Clay, envoy extraordinary and minister plenipotentiary of the United States of America, has transmitted to the imperial

ministry a copy of a dispatch from Mr. Seward, accompanied with documents relative to the complaint of Señor Enos, captain of an American whaler, upon the subject of measures of rigor (*"de mesures de rigueur"*) of which he had been the object on the part of a vessel of the imperial marine in the waters of the Sea of Okhotsk. In response to that communication, the undersigned, chancellor of the Empire, has the honor to inform Mr. Clay that the imperial ministry has not received, up to this time, the information which, from the reception of his first note of the 18th of January, it hastened to demand of the competent authorities relative to that affair.

As soon as the reports of these authorities shall reach him, the undersigned will lose no time (*s'empressera*) in communicating them to Mr. Clay.

He seizes, etc.,

GORTCHACOW.

No. 196.

Mr. Clay to Mr. Seward.

No. 199.]

LEGATION OF THE UNITED STATES,
St. Petersburg, August 14, 1868.

SIR: I herein inclose you a translation of the note, from the French, of Mr. de Westmann, acting minister of foreign affairs, etc., and a copy of my response, in reference to the affair in the Sea of Okhotsk.

I am, sir, etc.,

C. M. CLAY.

[Inclosure 1 in Mr. Clay's No. 199.—Translation.]

Mr. Westmann to Mr. Clay.

The undersigned, acting minister of foreign affairs, in referring to the note which General Clay, envoy extraordinary and minister plenipotentiary of the United States of America, was pleased to address to the chancellor of the Empire, dated the 4th (16th) of March ultimo, has the honor to inform him that he has been put in possession of advices which, according to the desire of the federal government, the imperial cabinet hastened to ask of the minister of marine concerning the incident occurring in the Sea of Okhotsk, between an American whaler and a ship of the imperial navy.

These are the circumstances: The schooner *Aleout*, under the command of Lieutenant Etoline, had been sent in commission from Nikolaievsk to Oudrk. The abundance of floating ice having forced him to enter into the gulf of Toumoursh, he there met, the 14th of July, at about twenty miles to the south of the straits of Chantarsk, near the eastern coast, the American whaler *Java*, occupied in rendering the oil of a captured whale. Considering that foreign whalers are forbidden by the laws in force to fish in the Russian gulfs and bays at a distance less than three miles from the shore, where the right of fishing is exclusively reserved to Russian subjects, Lieutenant Etoline warned (*invita*) the captain of the *Java* to "bear off" from the gulf of Toumoursh, which he at once did. The same day the *Aleout* made for the bay of Mawgon, where arrived, on the next day, the American whale-schooner *Caroline Foot*, whose captain, accompanied by the captain of the *Java*, called on Lieutenant Etoline and declared that he had no right to prevent them from fishing for whales wherever they liked. Lieutenant Etoline replied that there were in that respect established rules (*régles*), and if they insisted, absolutely, upon breaking them, that he would be compelled to prevent them. The captain of the schooner *Caroline Foot* pretending (*ayant prétendu*) that he had entered into the bay of Toumoursh in consequence of "deviations from his course," Lieutenant Etoline offered at once all assistance in his power; and, upon request, delivered him seven poods of biscuit from the stores of the *Aleout*. After which the two ships again went to sea. The 19th of July, that is, four days afterwards, the schooner *Aleout* met a whale, upon which the commander caused a trial fire to be made. At the same moment was seen, at about sixteen miles' distance, a sail, name unknown, and nearer, three "chaloupes," the nearest of which was at least three miles in advance in the direction of the cannon fire. In the evening all these ships had disappeared. That incident is registered in the books of the *Aleout* in the following terms: "The 19th of July, at 9 in the evening, at anchor in the bay of Mawgons, fired a cannon shot for practice at a whale afloat."

From these facts General Clay will be convinced that the incident alluded to has been exaggerated, and even perverted (*denaturé*), much in order to be represented as a cause of grievance against the commander of the *Aleout* on the part of the American whalers. In consequence of the conversation which had occurred between them, of the pretensions of the captain of the *Java* to fish wherever he pleased, and the necessity in which Lieutenant Etoline was placed to remind him of the laws which related to the right of fishing in the territorial waters of a foreign state, it is possible that the commander of the *Java* had really taken for a menace directed against him the fire of the experimental shot from the *Aleout*. But it is incontestable that the commander of the *Aleout* was acting in his right when he reminded the Americans of the laws in vigor, and his obligations to cause them to respect them. He certainly has not transcended the limits of his rights in firing, four days afterwards, a trial shot upon a floating whale in Russian waters.

He had no intention by that of giving the American whalers a warning (*avertissement*), useless because they were out of difficulty, and since the distance which separated the *Aleout* from the ships and the "chaloupes" in view at the time excluded all such intentions. Lieutenant Etoline had taken in their behalf proceedings conformable to the good relations between the two countries, since he had offered them his assistance in repairing their deviations from their course, and in providing them with provisions. Finally, the commander of the *Aleout* has not thought it necessary to inform the authorities of that incident, because it appeared to him of no importance (*insignifiant*), and because on his part he was conscious of not having transcended his rights, nor of having been wanting in his duty.

The undersigned flatters himself with the hope that the Federal Government, informed of these details, will consider the affair as settled (*l'incident comme vidé*).

He seizes at the same time this occasion to renew, etc.,

WESTMANN.

ST. PETERSBURG, July 31, 1868.

[Inclosure 2 in Mr. Clay's No. 199.]

Mr. Clay to Mr. Westmann.

LEGATION OF THE UNITED STATES,
St. Petersburg, August 2 (14), 1868.

The undersigned has the honor to acknowledge the receipt of note No. 2530 of his excellency, M. de Westmann, acting minister of foreign affairs, etc., dated July 31, ultimo, 1868, O. S., in reference to the affair in the Sea of Okhotsk, which he will hasten to lay before his Government.

Whilst the United States are justly jealous of all their maritime rights, the American minister believes that his Government, having had many signal proofs of the friendly sentiments of His Imperial Majesty's navy, will be slow to believe that they or any portion of His Imperial Majesty's subjects will designedly invade them.

The minister of the United States begs, etc.,

C. M. CLAY.

No. 197.

Mr. Seward to Mr. Clay.

No. 295.]

DEPARTMENT OF STATE,
Washington, August 31, 1868.

SIR: I have the honor to acknowledge the receipt of your dispatch of the 14th of August, No. 199, which is accompanied by a note which was addressed to you on the 31st of July last, by M. de Westmann, acting minister of foreign affairs, and which contains the long looked for explanation of the collision which occurred in the Sea of Okhotsk between the commandant of a Russian ship of war and two United States whaling vessels, and which was made a subject of inquiry by this Government. In substance the explanation is, that Lieutenant Etoline, commanding the Russian war schooner *Aleout*, on the 14th of July, 1867,

was entering the gulf of Toumourish, and was about twenty miles to the north of the straits of Chautarsk, near the eastern coast, when he discovered the United States whaling ship *Java* occupied there in rendering the oil of a captured whale. The lieutenant had no special orders or instructions or charge from his government concerning these United States whalers, or indeed any whalers, in Russian waters far from or near the coast of Russia. Moved, however, by the consideration that Russia enjoys the undeniable right of admiralty in all waters lying within three miles of her territory, Lieutenant Etoline warned the captain of the *Java* to bear off from the gulf of Toumoursh. The captain of the *Java* immediately moved away, in prompt compliance with this warning. On the next day the *Aleout* was in the bay of Mawgon. The captain of the United States whaling schooner *Caroline Foot* accompanied the captain of the *Java*, who called upon Lieutenant Etoline. Then Lieutenant Etoline represents that the captain of the *Java* on that occasion remarked that Lieutenant Etoline had no right to prevent their fishing for whales wherever they liked. In reply to this general assertion Lieutenant Etoline said that there are regulations, and that if the captains of the whalers should insist on breaking those regulations he would be obliged to prevent them. Here the conversation ended. Thus far nothing was done by either of the captains of the whaling vessels which could be considered as an invasion or violation of Russian jurisdiction. The conversation was a desultory one, having no practical bearing upon any proceeding ever before or after attempted, or even contemplated, by either party.

The parties, indeed, have mutually expressed themselves with some indiscretion. Lieutenant Etoline does not allege that the whaling ship *Java* was within 3 miles of the shore when he warned her to bear off. On the other hand, the captain of the *Java* spoke unwarrantably when by implication he denied that the Russian authorities have a right to prevent foreign vessels from fishing for whales within 3 marine miles of their own shore. Lieutenant Etoline then offered assistance and furnished provision to the schooner *Caroline Foot*, which vessel was then in distress; this proceeding was commendable, and it is appreciated by this Government. Here this merely accidental intercourse between the commanders of the *Aleout* and of the United States whalers *Java* and *Caroline Foot* practically ended, and certainly without having offered any serious ground of complaint to the Government of either party against the other. The transaction, nevertheless, had a sequel, and this sequel resulted in a misunderstanding on the part of the captains of the whalers. Four days after the vessels had parted in the bay of Mawgon the *Aleout* met a whale afloat. The commander ordered a cannon to be fired at the whale by way of a trial shot. At the same moment there appeared, at about 16 miles distance, a sail, name unknown, and nearer, three chaloupes, the nearest of which was more than 3 miles distant from the *Aleout*, but all in the direction of the cannon-shot. In the evening all of the vessels had disappeared. It is to be presumed that the *Java* was one of those vessels. The captain of the *Java*, hearing the report of this trial fire of the *Aleout*, seemed to have referred it to the conversation he had had four days before with Lieutenant Etoline, and so he has, not unnaturally, represented the transaction to this Government as one in which the Russian officer had fired upon his whaling vessel with an intention to drive him from the Sea of Okhotsk.

Lieutenant Etoline disavows and denies the construction thus put upon his proceeding in the transaction, and the denial is rendered entirely credible by the fact that he set down only the fact of his firing at the

whale in his log-book and of the vessels seen in the distance; nor did he think his proceeding of such importance or interest as to report it to his Government, and he was surprised when informed of the construction which the captain of the *Java* had put upon it.

In any case, the disavowal by the Russian Government of any hostile or unfriendly direction, instruction, or sanction of any proceeding or intention unfriendly to the United States is quite abundant for the satisfaction of this Government.

You will give a copy of this communication to Mr. de Westmann.

I am, sir, etc.,

WILLIAM H. SEWARD.

No. 198.

Treaty between the United States and Great Britain, concluded at Washington May 8, 1871.

ARTICLE XXVI.

The navigation of the river St. Lawrence, ascending and descending, from the forty-fifth parallel of north latitude, where it ceases to form the boundary between the two countries, from, to, and into the sea, shall forever remain free and open for the purposes of commerce to the citizens of the United States, subject to any laws and regulations of Great Britain or of the Dominion of Canada, not inconsistent with such privilege of free navigation.

The navigation of the rivers Yukon, Porcupine, and Stikine, ascending and descending, from, to, and into the sea, shall forever remain free and open for the purposes of commerce to the subjects of Her Britannic Majesty and to the citizens of the United States, subject to any laws and regulations of either country within its own territory, not inconsistent with such privilege of free navigation.

No. 199.

Mr. Hoffman to Mr. Evarts.

[Extract.]

No. 44.]

LEGATION OF THE UNITED STATES,
St. Petersburg, June 10, 1878. (Received June 29.)

SIR: My attention has been called by an intelligent American merchant, long resident at Vladivostock, on the Gulf of Corea, to the whale and other fisheries of the Sea of Okhotsk. The restoration of our shipping interests to their former prosperity is a matter which I know you have so much at heart, that I do not hesitate to call your attention to the subject. My information is derived from the archives of this legation and from the gentleman in question.

In December, 1867, there was much feeling excited in the United States by the rumor that American whalers had been ordered out of the Sea of Okhotsk and their boats fired upon by a Russian cruiser. Mr. Seward instructed Mr. Clay, then United States minister at this

post, to bring the matter to the attention of the Russian Government. Prince Gortchakoff replied that he knew nothing of the occurrence in question, but that no orders had been given to drive foreign fishing vessels from the Sea of Okhotsk. Later Mr. Seward again wrote to Mr. Clay that he had now learned the facts of the case, which he proceeded to detail. It appears that the American whaler *Java*, Captain Enos, while in Shantar Bay, had been ordered out by a Russian armed vessel, and that on the next day her boats had been fired on in the open sea. Mr. Clay brought the matter to the attention of the Russian Government, and in due time received its explanation. It appeared that Lieutenant Etholin, of the armed schooner *Aleout*, without special orders, had undertaken to enforce an undoubted principle of international law, and had ordered the *Java*, engaged in fishing in the Gulf of Tongolsk and within three miles of the shore, to leave that gulf; and that the next day, as he was practicing with his guns, he fired in the direction of the boats of an American whaler, but at such a distance that it was impossible for his shot to reach them. Mr. Seward appears to have accepted the explanation as satisfactory, and the matter dropped.

But the incident seems to have called Mr. Seward's attention to the subject of our fisheries in the northern Pacific, and with that forethought which distinguished him, he proposed to Baron Stoeckl, then Russian minister at Washington, the "projet" of a treaty to regulate these fisheries. Baron Stoeckl was on the point of visiting St. Petersburg, and Mr. Seward requested him to bring the matter to the attention of Prince Gortchakoff.

In his memorandum of reasons for the proposed treaty Mr. Seward speaks of the great danger of leaving questions like this unsettled, on account of the bitterness and discord they are so apt to breed. He states that the fisheries of the north Atlantic have been, from the beginning of our national existence and still are, a source of difficulty and danger to the good relations of the United States and Great Britain; and adds that in the absence of a treaty each power will be apt, as Canada and Nova Scotia had done, to enact laws aimed spitefully at the fishermen of the other friendly nation, "such exasperating laws being in time of peace equivalent in spirit to the arbitrary laws affecting trade which belligerents bring into operation when they engage in war."

For this correspondence and proposed treaty, or rather an analysis of it and reasons therefor, see No. 273, December, 1867; No. 278, February, 1868; No. 289, June, 1868; No. 295, August, 1868, and No. 302, October, 1868, and memorandum attached thereto.

The records of this legation do not show what further steps, if any, were taken in regard to the projected treaty. No doubt some record on this subject is to be found in the Department, or perhaps Mr. Frederick W. Seward may be able to give you the information from memory.

May I be permitted to suggest that the present is a favorable opportunity to renew these negotiations. Russia is very friendly towards the United States. I am not prepared to say that the fisheries upon our coast—except the whale fishery—are of less value than those upon the Russian coast; but I am confident that our fishermen, with their usual enterprise, will use these much more than the Russians would use ours.

However this may be, it is certain that the Sea of Okhotsk and the east coast of Kamchatka teem with fish. The king-salmon is found in the latter, a delicious fish, reaching as high as 120 pounds in weight; and so abundant are the salmon, that a boat-load of one hundred fish, averaging 10 pounds, may be bought for 3 rubles—\$1.50. But probably

the most valuable fishery of all is the cod, for I believe it is not found on our Pacific coast, and there is great demand for this fish in San Francisco. Several boats from that city are now engaged in this fishery, and so profitable is it, that the number is constantly and rapidly increasing. The fish are taken off the southwest coast of Kamchatka in the open sea, thrown into the hold, and salted. No doubt an effort will soon be made to carry them to San Francisco alive.

I have, etc.,

WICKHAM HOFFMAN.

No. 200.

Mr. Frelinghuysen to Mr. Hoffman.

No. 120.]

DEPARTMENT OF STATE,
Washington, March 7, 1882.

SIR: I inclose copies of letters from the Treasury, and a copy of a letter from Messrs. Lynde & Hough, of San Francisco, to the Secretary of the Treasury, touching the Pacific coast fisheries. This latter communication states that according to late news "foreign vessels must receive an order from the governor of Siberia, besides paying duties of \$10 per ton on all fish caught in Russian waters," which they say would be ruinous to their business. In view of the above, I have to ask that you will make immediate inquiry on this subject, and report the facts. If a brief telegram will furnish information of value to our fishermen in this regard, you can send one.

I am, etc.,

FRED'K T. FRELINGHUYSEN.

[Inclosure 1 in No. 120.]

Mr. Folger to Mr. Frelinghuysen.

TREASURY DEPARTMENT,
February 2, 1882.

SIR: I have the honor to acknowledge the receipt of your letter of the 3d ultimo, transmitting a copy of a dispatch of the 21st of November last from the minister of the United States at Tokei, Japan, with its inclosure, relative to the notice given by the Russian consul at Yokohama in reference to the licensing of foreign vessels trading, hunting, or fishing on the Asiatic coast of Russia.

I have to inform you that this Department has issued circular instructions to collectors of customs and others at every port throughout the country, to which the Russian consul's notice is subjoined, dated January 30, 1882, and I inclose herewith six copies of the circular.

Very respectfully,

CHAS. J. FOLGER.

[Circular.]

Permit required for hunting, trading, and fishing on Russian coasts of the Okhotsk and Behring Seas.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, D. C., January 30, 1882.

TO COLLECTORS OF CUSTOMS AND OTHERS:

The subjoined notice by the Russian consul at Yokohama, that American vessels are not allowed, without a special permit or license from the governor-general of

Eastern Siberia, "to carry on hunting, trading, fishing, etc., on the Russian coasts, or islands in the Okhotsk or Behring Seas, or on the northeastern coast of Asia, or within the sea-boundary line," is published by the Department for the information of American ship-masters interested.

It will be observed that the Russian order took effect on January 1, 1882.

CHAS. J. FOLGER,
Secretary.

NOTICE.

At the request of the local authorities of Behring and other islands, the undersigned hereby notifies that the Russian Imperial Government publishes, for general knowledge, the following:

I. Without a special permit or license from the governor-general of Eastern Siberia, foreign vessels are not allowed to carry on trading, hunting, fishing, etc., on the Russian coast or islands in the Okhotsk and Behring Seas, or on the northeastern coast of Asia, or within their sea-boundary line.

II. For such permits or licenses, foreign vessels should apply to Vladivostok, exclusively.

III. In the port of Petropaulovsk, though being the only port of entry in Kamtschatka, such permits or licenses shall not be issued.

IV. No permits or licenses whatever shall be issued for hunting, fishing, or trading at or on the Commodore and Robben islands.

V. Foreign vessels found trading, fishing, hunting, etc., in Russian waters, without a license or permit from the governor-general, and also those possessing a license or permit who may infringe the existing by-laws on hunting, shall be confiscated, both vessels and cargoes, for the benefit of the government. This enactment shall be enforced henceforth, commencing with A.D. 1882.

VI. The enforcement of the above will be intrusted to Russian men-of-war, and also to Russian merchant-vessels, which, for that purpose, will carry military detachments and be provided with proper instructions.

A. PELIKAN,
H. I. R. M. Consul.

YOKOHAMA, *November 15, 1881.*

[Inclosure 2 in No. 120.]

Mr. Folger to Mr. Frelinghuysen.

TREASURY DEPARTMENT,
February 24, 1882.

SIR: I have the honor to inclose herewith, for such action in the case as you may deem proper, a letter from Messrs. Lynde & Hough, of San Francisco, Cal., stating that they are extensively engaged in the Pacific coast cod-fisheries, and that they will fit out their vessels, to sail about the 1st of May next, in that enterprise, in which they have never been molested; but they now learn that foreign vessels must receive an order from the governor of Siberia, besides pay a duty of \$10 per ton on all fish caught in Russian waters, which, if sustained, will be ruinous.

Very respectfully,

CHAS. J. FOLGER,
Secretary.

[Inclosure 3 in No. 120.]

Messrs. Lynde & Hough to Mr. Folger.

SAN FRANCISCO, *February 15, 1882.*

SIR: You will please pardon us for this seeming intrusion, but the matter in which we now seek your aid and kind assistance is of great import to us.

We now are and have been extensively engaged in the Pacific coast cod-fisheries, and, in fact, are among the very few who fifteen years ago started in a small way, believing with energy and fair dealing we could work up an enterprise that would be a benefit to the coast. Our ideas were correct. We have been yearly sending vessels to the coast of Kamchatka (Sea of Okhotsk) for fish. We never have been molested in Russian waters from catching codfish or procuring bait, which are small salmon in the rivers, or filling fresh water for use of ship, but it appears now there is a law which has never been enforced against foreigners, the same we have recently noted, and

which we have been apprised of, and the substance is that foreign vessels must receive an order from the governor of Siberia, besides must pay a duty of \$10 per ton on all fish caught in Russian waters. This decree, if sustained, is ruinous to one of the best and rising industries of the coast, and as we fit our vessels to sail about 1st of May, leaves us but little chance to arrange matters this season save with your kind assistance in the matter. Our business is fishing entirely. We use no trade with natives, having nothing to do with the taking or purchasing of furs. At this time we are placed in a very bad predicament. Trusting that you can relieve us from this embarrassment, and receive an early reply on the subject,

We are, etc.,

LYNDE & HOUGH.

P. S.—Our vessels fish from 10 to 25 miles from shore.

No. 201.

Mr. Hoffman to Mr. Frelinghuysen.

No. 207.]

LEGATION OF THE UNITED STATES,
St. Petersburg, March 14, 1882. (Received April 3.)

SIR: I have the honor to acknowledge the receipt of a circular of the Treasury Department of January 30 last upon the subject of fishing, etc., in the Behring Sea and in the Sea of Okhotsk.

I am able to give the Department some little information upon this subject, derived nearly four years ago from Mr. Charles H. Smith, for many years a resident of Vladivostok, and at one time our consul or vice-consul at that port.

A glance at the map will show that the Kurile Islands are dotted across the entrance to the Sea of Okhotsk the entire distance from Japan on the south to the southernmost cape of Kamchatka on the north.

In the time when Russia owned the whole of these islands her representatives in Siberia claimed that the Sea of Okhotsk was a *mare clausum*, for that Russian jurisdiction extended from island to island and over two marine leagues of intermediate sea from Japan to Kamchatka.

But about five years ago Russia ceded the southern group of these islands to Japan in return for the half of the island of Saghalien, which belonged to that power.

As soon as this was done it became impossible for the Siberian authorities to maintain their claim. My informant was not aware that this claim had ever been seriously made at St. Petersburg.

The best whaling grounds are found in the bays and inlets of the Sea of Okhotsk. Into these the Russian Government does not permit foreign whalers to enter, upon the ground that the entrance to them, from headland to headland, is less than two marine leagues wide. But while they permit no foreign whalers to penetrate into these bays, they avail themselves of their wealth very little. The whole privilege of whaling in those waters is a monopoly, owned by an unimportant company, which employs two or three sailing schooners only, the trying and other laborious work being done at their stations on shore.

Referring to my No. 44, of June, 1878, I have the honor to add that Baron Stoeckl told me in conversation last winter that we failed to make a fishing treaty with Russia in 1868, principally on account of the vested interests of this company.

Mr. C. H. Smith now resides at Great Falls, N. H., and would be glad, I am sure, to put his information at the service of the Department.

I am, sir, etc.,

WICKHAM HOFFMAN.

No. 202.

Mr. Hoffman to Mr. Frelinghuysen.

No. 211.]

LEGATION OF THE UNITED STATES,
St. Petersburg, March 27, 1882. (Received April 13.)

SIR: I have the honor to acknowledge the receipt of your No. 120, with its inclosures, in reference to our Pacific Ocean fisheries. Your dispatch reached me yesterday, and to-day I have written to Mr. de Giers upon the subject, and I propose to call upon him upon his first reception day. In the mean time, and until further information, I do not see that any new orders necessarily affecting our fishermen have been issued by the Russian Government. Messrs. Lynde & Hough have apparently given insufficient attention to the words "Russian waters." These waters are defined in the notice published by the imperial vice-consulate at Yokohama, as follows:

Fishing, etc., on the Russian coast or islands in the Okhotsk and Behring Seas, or on the northeastern coast of Asia, or within their sea boundary line.

If I recollect correctly the information given me by Mr. Smith upon this subject, referred to in my No. 44, of June, 1878, and in my No. 207, of this month, the cod banks lie in the open Sea of Okhotsk, many marine leagues off the southwestern coast of Kamchatka. I observe that Messrs. Lynde & Hough state that their vessels fish from 10 to 25 miles from the shore. At that distance in an open sea they can not be said "to fish upon the coast."

I do not think that Russia claims that the Sea of Okhotsk is a *mare clausum*, over which she has exclusive jurisdiction. If she does, her claim is not a tenable one since the cession of part of the group of the Kurile Islands to Japan, if it ever were tenable at any time.

I may add that, according to the information given me four years ago, Russia opposes no objections to foreign fishermen landing in desert places on the coast of Kamchatka, far from the few villages which are found on that coast, for the purposes of catching bait and procuring fresh water; but she does object to all communication between trading and fishing vessels and the inhabitants, alleging that these vessels sell them whisky, upon which they get drunk and neglect their fishing, their only means of livelihood, and then, with their wives and children, die of starvation the ensuing winter.

I am, sir, etc.,

WICKHAM HOFFMAN.

No. 203.

Mr. Hoffman to Mr. Frelinghuysen.

No 228.]

LEGATION OF THE UNITED STATES,
St. Petersburg, May 22, 1882. (Received June 6.)

SIR: Beferring to your No. 120 and to my Nos. 211 and 215, I have the honor to forward to you herewith a translation of a note recently received from M. de Giers upon the subject of hunting, fishing, and trading in the Pacific waters.

I do not see that there is anything in the regulations referred to that affects our whalers, nor our cod-fisheries either, except that when they go ashore to catch small fish for bait in the streams they expose them-

selves to interruption from the Russian authorities, who, finding them in territorial waters, may accuse them of having taken their fish therein.

I will endeavor to procure and forward you a translation of the articles of the code referred to by M. de Giers, that you may have the whole matter before you. This can not be done, however, under several days.

I am, sir, etc.,

WICKHAM HOFFMAN.

[Inclosure in No. 228.—Translation.]

Mr. de Giers to Mr. Hoffman.

MINISTRY OF FOREIGN AFFAIRS, ASIATIC DEPARTMENT,
May 8 (20), 1882.

SIR: Referring to the exchange of communications which has taken place between us on the subject of a notice published by our consul at Yokohama relative to fishing, hunting, and to trade in the Russian waters of the Pacific, and in reply to the note which you addressed to me, dated March 15 (27), I am now in a position to give you the following information:

A notice of the tenor of that annexed to your note of the 15th March was, in fact, published by our consul at Yokohama, and our consul-general at San Francisco is also authorized to publish it.

This measure refers only to prohibited industries and to the trade in contraband; the restrictions which it establishes extend strictly to the territorial waters of Russia only. It was required by the numerous abuses proved in late years, and which fell with all their weight on the population of our sea-shore and of our islands, whose only means of support is by fishing and hunting. These abuses inflicted also a marked injury on the interests of the company to which the Imperial Government had conceded the monopoly of fishing and hunting ("exportation") in islands called the "Commodore" and the "Seals."

Beyond this new regulation, of which the essential point is the obligation imposed upon captains of vessels who desire to fish and to hunt in the Russian waters of the Pacific to provide themselves at Vladivostok with the permission or license of the governor-general of Oriental Siberia, the right of fishing, hunting, and of trade by foreigners in our territorial waters is regulated by article 560 and those following, of volume 12, part 2, of the Code of Laws.

Informing you of the preceding, I have the honor, etc.,

GIER.

No. 204.

Mr. Hoffman to Mr. Frelinghuysen.

No. 231.]

LEGATION OF THE UNITED STATES,
St. Peterburg, June 14, 1882. (Received July 3.)

SIR: Referring to my No. 228, I have the honor to forward to you herewith a translation of a note and inclosure received yesterday from M. de Giers upon the subject of fishing and hunting in the Russian Pacific waters. As far as I am at present informed, the Department has now before it the whole legislation of Russia upon the subject.

I am, sir, etc.,

WICKHAM HOFFMAN.

[Inclosure in No. 231.—Translation.]

M. de Giers to Mr. Hoffman.

MINISTER OF FOREIGN AFFAIRS, ASIATIC DEPARTMENT,
June 1 (13), 1882.

SIR: In consequence of the note which you addressed to me on the 13th (25th) May, relative to fishing and hunting in our Pacific waters, and in which you ex-

pressed the desire to have a translation of the articles of our code which govern the matter, I have the honor to transmit to you herewith a translation of articles 560, etc., of the code, volume 12, part 2.

Receive, sir, etc.,

GIER.

[Translation.]

ART. 560. The maritime waters, even when they wash the shores where there is a permanent population, can not be the subject of private possession; they are open to the use of one and all.

ART. 561. No exception will be made to this general rule, except under the form of special privileges granted for the right of fishing in certain fixed localities and during limited periods.

ART. 562. The above regulation regarding the right of fishing and analogous occupations on the seas extends equally to all lakes which do not belong to private properties.

ART. 565. No restriction shall be established as regards the apparatus (engines) employed for fishing and for analogous occupations in the high seas, and it shall be permitted to every one to use for this purpose such apparatus as he shall judge to be best according to the circumstances of the locality.

ART. 571. Ships in quarantine are not permitted to fish. The same prohibition extends in general to all persons in those localities where ships are lying undergoing quarantine.

No. 205.

Mr. Bayard to Mr. Taft.

No. 13.]

DEPARTMENT OF STATE,
Washington, March 25, 1885.

SIR: I inclose a copy of a dispatch from Kanagawa, Japan, and of the papers accompanying the same, relating to the unwarranted seizure of the schooner *Eliza*, the property of a highly respected American citizen doing business at Yokohama, Japan, by the Russian cruiser *Raz-boïnik*, in the Anadyr River, on the 21st July last, and its subsequent "confiscation" by the captain of the cruiser without any court of inquiry.

According to the statement of the owner the vessel was on a trading voyage and catching walrus. No act obnoxious to Russian law seems to have been committed in the premises; neither was any article carried by the vessel which could have warranted the seizure and confiscation referred to.

The papers have been carefully examined by the law officer of the Department, and, in pursuance of his advice, I have to ask that you will present the claim of Mr. F. C. Spooner, the owner of the *Eliza*, for the favorable consideration of His Majesty's Government.

"The pecuniary loss to me," says Mr. Spooner in his sworn statement, "of the vessel and cargo would amount to \$10,000, and for this sum, together with all other expenses that may appear to have been incurred through this seizure and confiscation, I wish to make claim on the Russian Government."

I am, etc.,

T. F. BAYARD.

[Inclosure in No. 13.]

Mr. Rice to Mr. Bayard.

No. 879.]

UNITED STATES CONSULATE-GENERAL,
Kanagawa, Japan, February 9, 1885. (Received March 16.)

SIR: Herewith I have the honor to hand you a communication from Mr. Francis C. Spooner, a highly respectable American merchant, for many years resident and doing

business at Yokohama, Japan, concerning the seizure by the Russian authorities of the schooner *Eliza*, the property of the said Spooner, on the 26th of July, 1884. I also inclose the depositions of Austin Weston, master, and Albert Wixon, mate, of said vessel, giving the details of the schooner's cruise and her seizure.

From these papers it would appear that the schooner was engaged in no illegal commerce and was violating no law or obligation, and that the said seizure was an act of piracy.

I also inclose certified copies of the bill of sale of said schooner to Mr. Spooner, certificate of American ownership, certificate of change of name from *Kiwa Elizabeth* to *Eliza*, and copy of last clearance of said schooner from this port.

I commend to favorable consideration the claim of the owner for the damages as assessed by him.

I have, etc.,

GEO. E. RICE,
Vice-Consul-General.

[Inclosure 1 in Mr. Rice's No. 879.]

Affidavit of F. C. Spooner.

I, F. C. Spooner, owner of the schooner *Eliza*, that left this port on the 21st March last, under protection of the American flag, and was seized by the Russian cruiser *Razboïnik*, in the Anadyr River, on the 26th day of July last, do hereby protest against the seizure as illegal and unwarranted, and desire a representation, through the proper authorities, to the Russian Government.

The vessel was simply on a trading voyage, engaged in bartering with the natives and catching walrus, and as such did not come under the notice of the Russian Government, which was directed against the capture of seals on Copper, Robbin, and Behring's Island.

I hand herewith affidavit of the master, Austin Weston, supported by his chief of fier. The vessel's papers were in order and she had been properly cleared from this port. No salt was on board and no preparation made for an attempt to take seals.

The vessel has been confiscated by the captain of the *Razboïnik* and without any court of inquiry, which high-handed act I believe to be against the law of nations.

The pecuniary loss to me of the vessel and cargo would amount to \$10,000, and for this sum, together with all other expenses that may appear to have been incurred through this seizure and confiscation, I wish to make claim on the Russian Government.

F. C. SPOONER.

Sworn to before me this 20th November, 1884.

[SEAL.]

GEO. E. RICE,
United States Vice-Consul-General, Kanagawa, Japan.

[Inclosure 2 in Mr. Rice's No. 879.]

Affidavit of Austin Weston, master of the American schooner Eliza.

I, Austin Weston, late master of the American schooner *Eliza*, being duly sworn, do hereby affirm :

Sailed from Yokohama March 21, 1884, with a crew of 14, all told, consisting of myself, 2 officers, cook, and 10 men before the mast, bound on a hunting and trading voyage to northeastern Siberia.

My cargo consisted of assorted and general goods such as are requisite in that section to obtain whalebone, ivory, and furs.

My vessel was duly cleared from the Yokohama customs, the 21st of March, the day of sailing.

A specified invoice of everything on board was supplied me before leaving. Sailed for Behring's Straits, was in the ice pack forty-nine days, and reached Cape Chaplin on the 23d of June, where I traded for bone, ivory, furs, and blubber.

Left Chaplin for St. Lawrence Bay and East Cape, where I got a good quantity of bone and furs. Returning through the straits I sailed to the westward, stopping at Cape Acheen, and then into the Gulf of Holy Cross, where I remained seventeen days hunting and killing walrus; then to the mouth of the Anadyr River, where I arrived on the 23d July.

Proceeded up the river a few miles to a village, traded here, and continued on. On the 26th, about 2 p. m., was boarded by a boat from the Russian cruiser *Razboïnik* and ordered to report on board with my log-book and all ship papers.

These consisted of ship's articles, bill of sale, Yokohama clearance, and manifest of cargo and stores.

The latter was found and produced a short time after seizure, although mislaid at the time, and no attempt was made to conceal anything.

The vessel was at once declared to be confiscated, and I with a portion of the crew were taken by the *Razboïnik* to Petropaulski and landed. The remainder of the crew were kept on board the schooner to work her to Vladivostok. After being twenty-one days at Petropaulski I was taken again on board the *Razboïnik* and taken to Vladivostok and again set at liberty. The schooner arrived off the harbor the same day and was towed in by the cruiser; was afterwards hauled into dock and everything taken out of her.

Immediately on arrival at Vladivostok the five men who had been detained on board the *Eliza*, to work the vessel, were thrown on the hands of the consul, and their expenses there and passage to Yokohama refused.

I deny the statement in the protocol that the vessel had neither bill of lading nor clearance, for she had both.

There was a great search made for salt as the most important article to cause confiscation, but there was none on board.

I sailed from Yokohama with positive instructions from my owners not to attempt any capture of seals and to keep away from the islands frequented by them, knowing the Russian Government had forbidden any depredations. My trading voyage was similar to what has been going on for years without molestation from the Russian Government, and I plead ignorance that the notice issued and referred to in the protocol was intended to apply to any thing except the protection of the seal fisheries, and particularly to the Copper, Robbin, and Behring Islands.

AUSTIN WESTON.

Sworn to before me this 20th November, 1884.

[SEAL.]

GEO. E. RICE,

United States Vice-Consul-General, Kanagawa, Japan.

Albert Wixon, being duly sworn, says that the foregoing is a true and correct statement.

ALBERT WIXON,
Mate Schooner Eliza.

Sworn to before me this 20th November, 1884.

[SEAL.]

GEO. E. RICE,

United States Vice-Consul-General, Kanagawa, Japan.

[Inclosure 3 in Mr. Rice's No. 879.]

Ship's papers of the Eliza.

1. BILL OF SALE.

YOKOHAMA, May 4, 1882.

By order of H. I. Russian Majesty's court at Kanagawa, was sold at public auction on the 2d day of May, 1882, the schooner *Kiwa Elizabeth*, to foreclose a mortgage held by F. C. Spooner on said vessel. The said vessel was sold to said Spooner for the sum of three thousand six hundred dollars (\$3,600), the acknowledgment of payment of said sum constituting a bill of sale for the said schooner. N. 86.

[SEAL.]

A. PELIKAN,
H. I. M.'s Consul.

2. CERTIFICATE OF AMERICAN OWNERSHIP.

CERTIFICATE TO BE ISSUED TO CITIZENS OF THE UNITED STATES, BEING PURCHASERS OF AMERICAN OR FOREIGN-BUILT VESSELS IN A FOREIGN PORT.

I, Thos. B. Van Buren, consul-general of the United States for the port of Kanagawa, Japan, do hereby certify that the within bill of sale, bearing date the fourth day of May, 1882, of the schooner *Eliza*, formerly called the *Kiwa Elizabeth*. Tonnage, 113 tons; length over all, 74 feet; breadth, 20 feet; depth, 8 feet; masts, 2; decks, 1; frame, wood, and iron fastened; stem, elliptic. Sold and transferred by A. Pelikan,

Russian consul, to F. C. Spooner, under foreclosure of mortgage, has been proved satisfactorily to me to have been duly executed by the subscribing party; and I further certify the F. C. Spooner therein mentioned as purchaser of said vessel is a citizen of the United States. As witness my hand and the seal of the consulate-general this thirty-first day of May, in the year of our Lord 1882.

[SEAL.]

THOS. B. VAN BUREN,
Consul-General.

3. CERTIFICATE OF CHANGE OF NAME OF SCHOONER FROM KIWA ELIZABETH TO ELIZA.

To all whom it may concern: Whereas I, Frank C. Spooner, of Yokohama, in the Empire of Japan, am the sole owner of the schooner called the *Kiwa Elizabeth*, of Yokohama aforesaid; and whereas it is my desire and intention to change the name of said schooner: Now, therefore, by these presents be it known that from and after the date hereof said schooner will be known as and called the *Eliza*, of Yokohama.

Witness my hand and seal at Yokohama this thirty-first day of May, in the year one thousand eight hundred and eighty-two.

[SEAL.]

F. C. SPOONER.
By CHAS. WIGGINS,
His Attorney.

Signed and sealed in the presence of—

GEO. E. RICE.

H. S. VAN BUREN.

U. S. CONSULATE-GENERAL, *Kanagawa, Japan*:

On this thirty-first day of May, in the year one thousand eight hundred and eighty-two, personally appeared before me Charles Wiggins, known to me to be the attorney for F. C. Spooner, and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein set forth.

Witness my hand and official notarial seal at the place and time last above written.

[SEAL.]

THOS. B. VAN BUREN,
Consul-General.

Recorded in record-book D of the U. S. consulate-general at Kanagawa, Japan, this 31st May, 1882, at 11 a. m.

4. CERTIFICATE OF CLEARANCE OF ELIZA.

CONSULATE-GENERAL OF THE UNITED STATES OF AMERICA,
March 21, 1884.

I, the undersigned, deputy consul-general of the United States of America for Kanagawa, Japan, and the dependencies thereof, do hereby certify that A. Weston, master of the schooner called the *Eliza*, of Yokohama, having this day exhibited to me the clearance of said schooner from the proper authorities of this port, I have delivered to him, the said master, the bill of sale and papers of the said schooner, duly deposited in this consulate-general on the 6th day of November, 1883.

Given under my hand and the seal of this consulate-general the day and year above written.

[SEAL.]

GEO. E. RICE,
U. S. Deputy Consul-General.

U. S. CONSULATE-GENERAL, *Kanagawa, Japan*.

I, vice-consul-general of the United States at Kanagawa, Japan, do hereby certify that the foregoing bill of sale from his Imperial Russian Majesty's consul to F. C. Spooner; certificate by the United States consul-general of American ownership, and certificate of change of name; also certificate of clearance, constituting the papers of the schooner *Eliza*, of Yokohama, are true and correct copies of the original of same, of record in this consulate.

Witness my hand and seal of office this ninth day of February, A. D. 1885.

[SEAL.]

GEO. E. RICE,
Vice-Consul-General.

No. 206.

Mr. Bayard to Mr. Wurts.

No. 50.]

DEPARTMENT OF STATE,
Washington, June 28, 1886.

SIR: I have to call the attention of your legation to the instruction of March 25, 1885, to Mr. Taft in regard to the seizure of the schooner *Eliza* by the Russian cruiser *Razboïnik*, July 21, 1884. No answer seems to have been made to that instruction.

Mr. Cummings, the attorney of the claimant, has recently inquired as to the action of the legation in the premises.

I am, etc.,

T. F. BAYARD.

No. 207.

Mr. Bayard to Mr. Lothrop.

No. 65.]

DEPARTMENT OF STATE,
Washington, December 4, 1886.

SIR: I transmit a copy of a dispatch from the United States consul at Nagasaki, relating indirectly to the seizure and confiscation of the American schooner *Henrietta* by the Russian corvette *Kreysser*, in Behring Strait, off East Cape, August 29 last, for fishing and trading in Russian waters. You will please apply, with due urgency, to the Emperor's Government for the facts and an explanation of its claim. Opinion as to the merits of the question is for the time reserved.

I am, etc.,

T. F. BAYARD.

[Inclosure No. 65.]

Mr. Birch to Mr. Porter.

No. 44.]

UNITED STATES CONSULATE,
Nagasaki, Japan, October 18, 1886. (Received November 23.)

SIR: I have the honor to inform you that five destitute seamen, named Charles Blois, Charles Giles, Thomas Greenfell, James Hurley, and Frederick Nelson, came upon this consulate to-day from Vladivostok.

These men were part of the crew of the schooner *Henrietta*, of San Francisco, Benjamin Dexter master, and James Sennett owner, which was seized and confiscated by the Russian corvette *Kreysser*, in Behring Strait, off East Cape, August 29, 1886, for fishing and trading in Russian waters.

I learn that the vessel and cargo confiscated amounted in value to about \$25,000.

I inclose a copy of the letter sent by the captain of the corvette *Kreysser* to this consulate. I have forwarded the seamen to Yokohama, where they may find employment on board an American vessel or a passage to the United States more likely than at this port.

I have, etc.,

JOHN M. BIRCH,
United States Consul.

[Inclosure in Mr. Birch's No. 44.]

Letter of Captain Ostolopoff.

I hereby certify that the undermentioned five men are American citizens, taken from the schooner *Henrietta*, confiscated by the Russian corvette *Kreysser* in the Behr-

ing Strait. They are not guilty in any violation of the Russian law, and are therefore sent to the disposition of the American consul at Nagasaki: Charles Blois, Charles Giles, Thomas Greenfell, James Hurley, Frederick Nelson.

[SEAL.]

A. OSTOLOPOFF,
Captain of H. I. R. M.'s corvette *Kreysser*.

VLADIVOSTOK, October 1 (13), 1886.

No. 208.

Mr. Lothrop to Mr. Bayard.

No. 95.]

LEGATION OF THE UNITED STATES,
St. Petersburg, February 17, 1887. (Received March 7.)

SIR: In compliance with the instructions of your dispatch No. 65, of December 4 last, I addressed a note on December 22 to the imperial minister for foreign affairs, asking for the facts and grounds on which the American schooner *Henrietta* was seized and confiscated off East Cape, in Behring's Straits, on August 24 last.

On January 21 last I received a reply, a translation of which I inclose herewith, stating that the *Henrietta* was confiscated by the judgment of a commission sitting on board the imperial corvette *Kreysser*, for the offense of illicit trading on the Russian coast.

On January 24 I had a personal interview with General Vlangaly, the assistant minister of foreign affairs, in which I asked him how the commission that sat on board the corvette was constituted. He informed me that it was composed of certain officers of the corvette, acting under the orders of the government of Eastern Siberia, within whose general jurisdiction such matters were vested.

I also called his attention to the fact that his note to me failed to specify in what the "illicit commerce" consisted, and asked him for further information. He replied that he was not then able to give me the desired information, but said an answer in respect to the seizure and condemnation of the American schooner *Eliza* was in preparation and would be sent to me in a few days, and he thought that perhaps I might thereby receive the information sought.

On February 1 I received the promised communication, respecting the *Eliza*, a copy of which will accompany the dispatch which will immediately follow the present one.

It will be seen that the seizure and condemnation of the schooners rest on the provisions of an administrative order—"d'un disposition administrative"—prohibiting, after the first of the year 1882, all trading, hunting, and fishing on the Russian Pacific coasts, without special license from the governor-general.

It is claimed that very extensive publicity of this regulation was given in 1881-1883 through the newspapers of Yokohama, in the Russian consulates of the Pacific, and at the American custom-houses.

Upon the receipt of this last note I at once, for greater celerity, wrote to General Vlangaly, asking him for a copy of the trading regulation or order.

I also asked if I was right in my understanding that the commission was composed of the officers of the vessel that made the capture.

I supposed this last note would be answered at once, but as it has not been I have concluded not to wait any longer before reporting the case to you.

The feature that strikes me as very peculiar in these cases is the fact that the captors are also the judges of their own acts. The commission seems to sit at once at the place of capture, and the evidence on which it acts would seem to be that which the captors derive from their own observation on the spot. It is, perhaps, a fundamental and equitable maxim of jurisprudence that no one can be a judge of his own cause, and it will probably be worthy of consideration how far the decisions of a tribunal so constituted can be considered as valid.

I am, etc.,

GEO. V. N. LOTHROP.

[Inclosure in Mr. Lothrop's No. 95.—Translation.]

General Vlangaly to Mr. Lothrop.

No. 79.]

MINISTRY OF FOREIGN AFFAIRS,
Asiatic Department, January 8 (20), 1887.

Mr. ENVOY: In consequence of the note addressed by you to me on the 10th (22d) of December, I hasten to ask information of the Maritime Province by telegraph, in regard to the seizure of the *Henrietta*.

I have now the honor to bring to your knowledge that, according to the information communicated to me by General Enghelm, acting governor of said province, the *Henrietta* was in fact seized and confiscated on the 17th (29th) of August, in virtue of a decision of the commission sitting on board of the Imperial corvette *Kreysser* for the offense of illicit trading on our coasts.

Pray accept, etc.,

A. VLANGALY.

No. 209.

Mr. Lothrop to Mr. Bayard.

No. 96.]

LEGATION OF THE UNITED STATES,
St. Petersburg, February 17, 1887. (Received March 7.)

SIR: I have the honor to transmit to you a copy, with translation, of a communication received from the Imperial foreign office on February 1 instant, relative to the seizure of the schooner *Eliza*.

The Russian Government claims that she was seized and condemned under the provisions of an order, or regulation, which took effect at the beginning of 1882, and which absolutely prohibited every kind of trading, hunting, and fishing on the Russian Pacific coasts without a special license from the governor-general.

It is not claimed that the *Eliza* was engaged in seal fishing, but that she was found actually engaged in trading with the natives with the contraband articles of arms and strong liquors.

She was condemned by a commission sitting on the Imperial corvette *Rasboïnik*, composed of the officers thereof. In this respect the case is precisely like that of the *Henrietta*, mentioned in my last preceding dispatch, No. 95, and of this date.

It will be noticed that Mr. Spooner, the owner of the *Eliza*, in his statement of his claim, declares that the *Eliza* was "on a trading voyage, engaged in bartering with the natives, and catching walrus, and as such did not come under the notice of the Russian Government, which was directed against the capture of seals on Copper, Robbins, and Behring Islands."

It will be seen that Mr. Spooner either refers to an order of the Russian Government different from the one mentioned by the imperial foreign office, or he understood the latter in a very different sense.

I may add that the Russian code of prize law of 1869, article 21, and now in force, limits the jurisdictional waters of Russia to 3 miles from the shore.

As stated in my previous dispatch, I have asked for a copy of the order or regulation under which the *Henrietta* and *Eliza* were seized and condemned.

Very truly, etc.,

GEO. V. N. LOTHROP.

[Inclosure in Mr. Lothrop's No. 96.—Translation.]

General Vlangaly to Mr. Lothrop.

No. 233.]

MINISTRY OF FOREIGN AFFAIRS,
Asiatic Department, January 19 (31), 1887.

MR. ENVOY: The chief of the general staff of the navy has just transmitted to me the information which I had requested from that department in consequence of the note that you addressed to me bearing date of July 5 (17), 1886, in regard to the incident of the seizure of the schooner *Eliza*.

This information is in substance to the effect that the *Eliza* was confiscated not for the fact of seal hunting, but by virtue of an administrative regulation prohibiting, from the beginning of the year 1882, every kind of commercial act, of hunting and of fishing on our coasts of the Pacific, without a special authorization from the governor general, and carrying with it, against those disregarding it, the penalty of the seizure of the ship as well as of the cargo.

During the years 1881–1883, the widest means of publicity were employed in bringing this regulation to the knowledge of the parties interested. It was published in the journals of Yokohama, posted up in all our consulates of the Pacific, and communicated to the American custom-house establishments.

The complainant can not, therefore, plead ignorance of the prohibitory measures in question.

The crew of the *Eliza* was engaged not only in hunting walrus on our coast of Kamtschatka, and in commercial transactions with the natives, but traded there with illicit articles such as arms and strong liquors.

The infringements of the printed regulations are duly established by the open act and the confession of the captain, Austin Weston, who made no protest against the seizure of the vessel ordered under that head by the commission sitting *ad hoc* on board the imperial corvette *Rasboïnik*.

The captain and his second officer, besides acknowledge the offense charged against them of hunting and of trading in their depositions annexed to the petition itself of Mr. Spooner and communicated to the imperial ministry by the legation of the United States, under date of April 16 (28).

In informing you of the foregoing circumstances, which demonstrate the entire legitimacy of the seizure of the *Eliza*, I have no doubt, Mr. Envoy, that you will be led to conclude that the claim brought by the proprietor of that ship is without foundation.

And I avail myself, etc.,

A. VLANGALY.

No. 210.

Mr. Lothrop to Mr. Bayard.

No. 100.]

LEGATION OF THE UNITED STATES,
St. Petersburg, March 7, 1887. (Received March 22.)

SIR: Referring to my recent dispatches, Nos. 95 and 96, concerning the seizure and confiscation of the schooners *Eliza* and *Henrietta*, I am now able to report that the minister of foreign affairs, in answer to my

inquiries, informs me explicitly that the "illicit commerce" imputed to the *Henrietta* was commerce in violation of the order, or "*disposition administrative*" set forth in my aforesaid dispatches. He further states that the commission that condemned the schooners was in each case made up of officers belonging to the capturing vessel.

He has also sent to me a translation into English of said "*disposition administrative*," a copy of which I inclose herewith. It will be noticed that it appears in the form of the notice which was given by the Russian consul at Yokohama, November 15, 1881.

I remain, etc.,

GEO. V. N. LOTHROP.

[Inclosure in Mr. Lothrop's No. 100.—Translation.]

Notice of order relative to commerce on Russian Pacific coast.

NOTICE.

At the request of the local authorities of Behring and other islands, the undersigned hereby notifies that the Russian Imperial Government publishes, for general knowledge, the following:

(1) Without a special permit or license from the governor-general of Eastern Siberia foreign vessels are not allowed to carry on trading, hunting, fishing, etc., on the Russian coast or islands in the Okhotsk and Behring Seas, or on the northeastern coast of Asia, or within their sea boundary line.

(2) For such permits or licenses foreign vessels should apply to Vladivostok exclusively.

(3) In the port of Petropaulovsk, though being the only port of entry in Kamchatka, such permits or licenses shall not be issued.

(4) No permits or licenses whatever shall be issued for hunting, fishing, or trading at or on the Commodore or Robben islands.

(5) Foreign vessels found trading, fishing, hunting, etc., in Russian waters without a license or permit from the governor-general, and also those possessing a license or permit who may infringe the existing by-laws on hunting, shall be confiscated, both vessels and cargoes, for the benefit of the Government. This enactment shall be enforced henceforth, commencing with A. D. 1882.

(6) The enforcement of the above will be intrusted to Russian men-of-war, and also to Russian merchant vessels, which, for that purpose, will carry military detachments and be provided with proper instructions.

PELIKAN,

His Imperial Russian Majesty's Consul.

YOKOHAMA, November 15, 1881.

No. 211.

Mr. Lothrop to Mr. Bayard.

No. 126.]

LEGATION OF THE UNITED STATES,
St. Petersburg, June 22, 1887. (Received July 9.)

SIR: In answer to my note of April 11 last, asking for information as to the precise places of seizure of the schooners *Eliza* and *Henrietta* severally, and also for copies of the minutes or records of the courts that condemned the said schooners, including the charges, evidence, and other proceedings, I have now received from the Imperial Government copies of the "protocols" in each of said cases.

It will be seen that the tribunal that confiscated the schooner was made up of the officers of the capturing vessel and that the evidence

on which they claim to have acted was furnished by their own observation, the papers, or want of papers, of the schooners, and the admissions of their masters.

I inclose the copies furnished to me, with translations of the same.

I am, etc.,

GEO. V. N. LOTHROP.

[Inclosure 1 in Mr. Lothrop's No. 126.—Translation.]

Protocol of proceedings in the case of the Henrietta.

We, the undersigned, do certify that the 17th August, 1886, in the Behring Sea, latitude 65° 55' N., and longitude 190° 4' E., was met a two-masted schooner, carrying the American flag.

Upon examination of her, as also her documents, it was found that this schooner belonged to the town of San Francisco; was the property of James Sennett; was called the *Henrietta*, under the command of Benjamin Defter; was going from the region of the territorial waters to Cape Chaplin, part of the Russian possessions. On the schooner besides the crew were six Chukchees from Cape Chaplin. According to the journal, and as acknowledged by the commander, it is seen that the schooner *Henrietta* was engaged in trading, without license, on the Russian coast, namely, in the bay of St. Lavrentia, Providence, and at Capes Chaplin and Eastern; besides this, upon examination of the schooner, there was found on board about 1 pood (36 pounds) of gunpowder, two guns, more than two thousand cartridges of different kinds, lead 1 pood (10 pounds), small shot, and percussion caps. The cargo did not correspond with the bill of lading, the journal was not written up properly, and the last days had not been entered at all.

Length of the schooner, 51 feet; breadth of the schooner, 20 feet; water displacement, 44 tons.

The cargo consisted of 4,000 pounds of whalebone, 3 barrels of walrus tusks, furs, and various small articles. Taking into consideration all the foregoing we have decided to confiscate the schooner to the benefit of the Russian Government, August 17th (29th), 1886.

Personally signed.

President of the committee:

CAPTAIN OF THE 2D RANK, PLAKSIN.

Members of the committee:

LIEUTENANT POPOFF.

PORUCHICK ZEIN.

UNDER LIEUTENANT FEDOTOFF.

UNDER LIEUTENANT KOROBCHIK.

Confirmed:

Commander of the clipper *Cruiser*.

CAPTAIN 1ST RANK, OSTOLOPOFF.

Compared with the original. Senior flag officer:

LIEUTENANT RODIONOFF.

Correct:

SECRETARY MIDSHIPMAN SCHVANK.

[Inclosure 2 in Mr. Lothrop's No. 126.—Translation.]

Protocol of the confiscation, at the mouth of the river Anadyr, near Cape Observatory, of the American schooner Eliza.

The 14th (26th) June, 1884, at the mouth of the river Anadyr, near Cape Observatory, Lieutenant Parenoff, of the Imperial clipper *Razboinik*, under the command of Lieutenant Hildebrandt, inspected the American schooner at anchor *Eliza*, Capt. Austin Weston, upon which was found in the hold unlawful merchandise, such as rum, fire-arms, etc. Amongst the ship's papers was not found any bill of lading or port clearance. As seen by the ship's journal and acknowledged by the captain, the above-named schooner carried on trade with strangers in different parts of the Russian northwest coast, without having any license for this from the governor of eastern Siberia, and, besides this, trading in prohibited goods; therefore, by order of the

Government, published in the English language three years ago and instructions given, I order:

(1) The above-named schooner *Eliza*, with all that belongs to her and her cargo, to be confiscated at once, to the benefit of the Russian Imperial Government.

(2) The captain and part of the ship's crew of the schooner to be taken on board the clipper, as passengers, with their personal effects belonging to them, until the first meeting with a commercial vessel having lawful rights or until they arrive at one of the ports having postal communication.

(3) The confiscated schooner to be sent to Vladivostok for delivery to the port, and

(4) To hand the captain, Austin Weston, a copy of this protocol, in the English language, and to get a receipt from him for the same.

Commander of the clipper *Razboïnik*,

LIEUTENANT CAPTAIN HILDERBRANDT
and LIEUTENANT PARENOFF.

Confirmed:

REVISOR YOUNG.

Correct:

SECRETARY MIDSHIPMAN SCHVANK.

S. Ex. 106—18

PART V.

TREASURY REGULATIONS.

No. 212.

Mr. Fairchild to Mr. Bayard.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,

Washington, D. C., February 5, 1889. (Received February 7.)

SIR: I have the honor to acknowledge the receipt of your letter of the 31st ultimo, inclosing a copy of the Senate resolutions of the 2d ultimo, and requesting that copies of the latest rules and regulations in relation to fishing or taking seal in Behring Sea, or in waters adjacent thereto, be furnished to your Department for transmission to the Senate with your report to the President upon the subject of said resolution.

In compliance with your request, I inclose herewith three copies of a compilation published in 1882, which contains all the standing rules and regulations relating to said fishing or taking seal, no instructions of a general and permanent character in regard to the subject having been issued since that date.

Respectfully, yours,

C. S. FAIRCHILD,
Secretary.

[Inclosure 2.]

Laws and Executive orders relating to Alaska. Lease of the islands of St. Paul and St. George to the Alaska Commercial Company, and regulations governing agents of the Treasury in charge of the seal fisheries.

TREASURY DEPARTMENT, *April 13, 1882.*

The following compilation of the laws and Executive orders relating to Alaska, the lease of the Seal Islands of St. Paul and St. George to the Alaska Commercial Company, and regulations governing the seal fisheries, is published for the information of the officers of the Department and others interested.

CHAS. J. FOLGER,
Secretary.

REVISED STATUTES.

SEC. 1954. The laws of the United States relating to customs, commerce, and navigation are extended to and over all the main-land, islands, and waters of the territory ceded to the United States by the Emperor of Russia by treaty concluded at

Washington on the thirtieth day of March, anno Domini eighteen hundred and sixty-seven, so far as the same may be applicable thereto.

SEC. 1955. The President shall have power to restrict and regulate or to prohibit the importation and use of fire-arms, ammunition, and distilled spirits into and within the Territory of Alaska. The exportation of the same from any other port or place in the United States, when destined to any port or place in that Territory, and all such arms, ammunition, and distilled spirits, exported or attempted to be exported from any port or place in the United States and destined to such Territory, in violation of any regulations that may be prescribed under this section, and all such arms, ammunition, and distilled spirits landed or attempted to be landed or used at any port or place in the Territory, in violation of such regulations, shall be forfeited; and if the value of the same exceeds four hundred dollars, the vessel upon which the same is found, or from which they have been landed, together with her tackle, apparel, and furniture and cargo, shall be forfeited; and any person willfully violating such regulations shall be fined not more than five hundred dollars, or imprisoned not more than six months. Bonds may be required for a faithful observance of such regulations from the master or owners of any vessel departing from any port in the United States having on board fire-arms, ammunition, or distilled spirits, when such vessel is destined to any place in the Territory, or if not so destined, when there is reasonable ground of suspicion that such articles are intended to be landed therein in violation of law; and similar bonds may also be required on the landing of any such articles in the Territory from the person to whom the same may be consigned.

SEC. 1956. No person shall kill any otter, mink, marten, sable, or fur-seal, or other fur-bearing animal within the limits of Alaska Territory, or in the waters thereof; and every person guilty thereof shall, for each offense, be fined not less than two hundred nor more than one thousand dollars, or imprisoned not more than six months, or both; and all vessels, their tackle, apparel, furniture, and cargo, found engaged in violation of this section shall be forfeited; but the Secretary of the Treasury shall have power to authorize the killing of any such mink, marten, sable, or other fur-bearing animal, except fur-seals, under such regulations as he may prescribe; and it shall be the duty of the Secretary to prevent the killing of any fur-seal, and to provide for the execution of the provisions of this section until it is otherwise provided by law; nor shall he grant any special privileges under this section.

SEC. 1957. Until otherwise provided by law, all violations of this chapter, and of the several laws hereby extended to the Territory of Alaska and the waters thereof, committed within the limits of the same, shall be prosecuted in any district court of the United States in California or Oregon, or in the district courts of Washington; and the collector and deputy collectors appointed for Alaska Territory, and any person authorized in writing by either of them, or by the Secretary of the Treasury, shall have power to arrest persons and seize vessels and merchandise liable to fines, penalties, or forfeitures under this and the other laws extended over the Territory, and to keep and deliver the same to the marshal of some one of such courts; and such courts shall have original jurisdiction, and may take cognizance of all cases arising under this act and the several laws hereby extended over the Territory, and shall proceed therein in the same manner and with the like effect as if such cases had arisen within the district or Territory where the proceedings are brought.

SEC. 1958. In all cases of fine, penalty, or forfeiture, embraced in the act approved March third, seventeen hundred and ninety-seven, chapter thirteen, or mentioned in any act in addition to or amendatory of such act, that have occurred or may occur in the collection district of Alaska, the Secretary of the Treasury is authorized, if in his opinion the fine, penalty or forfeiture was incurred without willful negligence or intention of fraud, to ascertain the facts in such manner and under such regulations as he may deem proper without regard to the provisions of the act above referred to, and upon the facts so to be ascertained, he may exercise all the power of remission conferred upon him by that act, as fully as he might have done had such facts been ascertained under and according to the provisions of that act. (Secs. 5292, 5293.)

SEC. 1959. The islands of Saint Paul and Saint George, in Alaska, are declared a special reservation for Government purposes; and until otherwise provided by law it shall be unlawful for any person to land or remain on either of those islands, except by the authority of the Secretary of the Treasury; and any person found on either of those islands contrary to the provisions hereof shall be summarily removed; and it shall be the duty of the Secretary of War to carry this section into effect.

SEC. 1960. It shall be unlawful to kill any fur seal upon the islands of Saint Paul and Saint George, or in the waters adjacent thereto, except during the months of June, July, September, and October in each year; and it shall be unlawful to kill such seals at any time by the use of fire-arms, or by other means tending to drive the seals away from those islands; but the natives of the islands shall have the privilege of killing such young seals as may be necessary for their own food and clothing during other months, and also such old seals as may be required for their own clothing, and for the manufacture of boats for their own use; and the killing in such cases

shall be limited and controlled by such regulations as may be prescribed by the Secretary of the Treasury.

SEC. 1961. It shall be unlawful to kill any female seal, or any seal less than one year old, at any season of the year, except as above provided; and it shall also be unlawful to kill any seal in the waters adjacent to the islands of Saint Paul and Saint George, or on the beaches, cliffs, or rocks where they haul up from the sea to remain; and every person who violates the provisions of this or the preceding section shall be punished for each offense by a fine of not less than two hundred dollars nor more than one thousand dollars, or by imprisonment not more than six months, or by both such fine and imprisonment; and all vessels, their tackle, apparel, and furniture, whose crews are found engaged in the violation of either this or the preceding section, shall be forfeited to the United States.

SEC. 1962. For the period of twenty years from the first of July, eighteen hundred and seventy, the number of fur seals which may be killed for their skins upon the island of Saint Paul is limited to seventy-five thousand per annum; and the number of fur seals which may be killed for their skins upon the island of Saint George is limited to twenty-five thousand per annum; but the Secretary of the Treasury may limit the right of killing, if it becomes necessary for the preservation of such seals, with such proportionate reduction of the rents reserved to the Government as may be proper; and every person who knowingly violates either of the provisions of this section shall be punished as provided in the preceding section.

SEC. 1963. When the lease heretofore made by the Secretary of the Treasury to "The Alaska Commercial Company," of the right to engage in taking fur seals on the islands of Saint Paul and Saint George, pursuant to the act of July first, eighteen hundred and seventy, chapter one hundred and eighty-nine, or when any future similar lease expires, or is surrendered, forfeited, or terminated, the Secretary shall lease to proper and responsible parties, for the best advantage of the United States, having due regard to the interests of the Government, the native inhabitants, their comfort, maintenance, and education, as well as to the interests of the parties heretofore engaged in trade and the protection of the fisheries, the right of taking fur seals on the islands herein named, and of sending a vessel or vessels to the islands for the skins of such seal, for the term of twenty years, at an annual rental of not less than fifty thousand dollars, to be reserved in such lease and secured by a deposit of United States bonds to that amount; and every such lease shall be duly executed in duplicate, and shall not be transferable.

SEC. 1964. The Secretary of the Treasury shall take from the lessees of such islands in all cases a bond, with securities, in a sum not less than five hundred thousand dollars, conditioned for the faithful observance of all the laws and requirements of Congress, and the regulations of the Secretary of Treasury, touching the taking of fur seals and the disposing of the same, and for the payment of all taxes and dues accruing to the United States connected therewith.

SEC. 1965. No persons other than American citizens shall be permitted, by lease or otherwise, to occupy the islands of Saint Paul and Saint George, or either of them, for the purpose of taking the skins of fur seals therefrom, nor shall any foreign vessels be engaged in taking such skins; and the Secretary of the Treasury shall vacate and declare any lease forfeited if the same be held or operated for the use, benefit, or advantage, directly or indirectly, of any persons other than American citizens.

SEC. 1966. Every lease shall contain a covenant on the part of the lessee that he will not keep, sell, furnish, give, or dispose of any distilled spirits or spirituous liquors on either of those islands to any of the natives thereof, such person not being a physician and furnishing the same for use as medicine; and every revenue officer, officially acting as such, on either of the islands, shall seize and destroy any distilled or spirituous liquors found thereon; but such officer shall make detailed reports of his doings in that matter to the collector of the port.

SEC. 1967. Every person who kills any fur seal on either of those islands, or in the waters adjacent thereto, without authority of the lessees thereof, and every person who molests, disturbs, or interferes with the lessees, or either of them, or their agents or employes, in the lawful prosecution of their business, under the provisions of this chapter, shall for each offense be punished as prescribed in section nineteen hundred and sixty-one; and all vessels, their tackle, apparel, appurtenances, and cargo, whose crews are found engaged in any violation of the provisions of sections nineteen hundred and sixty-five to nineteen hundred and sixty-eight, inclusive, shall be forfeited to the United States.

SEC. 1968. If any person or company, under any lease herein authorized, knowingly kills, or permits to be killed, any number of seals exceeding the number for each island in this chapter prescribed, such person or company shall, in addition to the penalties and forfeitures herein provided, forfeit the whole number of the skins of seals killed in that year, or, in case the same have been disposed of, then such person or company shall forfeit the value of the same.

SEC. 1969. In addition to the annual rental required to be reserved in every lease,

as provided in section nineteen hundred and sixty-three, a revenue tax or duty of two dollars is laid upon each fur-seal skin taken and shipped from the islands of St. Paul and St. George, during the continuance of any lease, to be paid into the Treasury of the United States; and the Secretary of the Treasury is empowered to make all needful regulations for the collection and payment of the same, and to secure the comfort, maintenance, education, and protection of the natives of those islands, and also to carry into full effect all the provisions of this chapter except as otherwise prescribed.

SEC. 1970. The Secretary of the Treasury may terminate any lease given to any person, company, or corporation on full and satisfactory proof of the violation of any of the provisions of this chapter or the regulations established by him.

SEC. 1971. The lessees shall furnish to the several masters of vessels employed by them certified copies of the lease held by them respectively, which shall be presented to the Government revenue officer for the time being who may be in charge at the islands as the authority of the party for landing and taking skins.

SEC. 1972. Congress may at any time hereafter alter, amend, or repeal sections from nineteen hundred and sixty to nineteen hundred and seventy-one, both inclusive, of this chapter.

SEC. 1973. The Secretary of the Treasury is authorized to appoint one agent and three assistant agents, who shall be charged with the management of the seal fisheries in Alaska, and the performance of such other duties as may be assigned to them by the Secretary of the Treasury.

SEC. 1974. The agent shall receive the sum of ten dollars each day, one assistant agent the sum of eight dollars each day, and two assistant agents the sum of six dollars each day while so employed; and they shall also be allowed their necessary traveling expenses in going to and returning from Alaska, for which expenses vouchers shall be presented to the proper accounting officers of the Treasury; and such expenses shall not exceed in the aggregate six hundred dollars each in any one year.

SEC. 1975. Such agents shall never be interested, directly or indirectly, in any lease of the right to take seals, nor in any proceeds or profits thereof, either as owner, agent, partner, or otherwise.

SEC. 1976. Such agents are empowered to administer oaths in all cases relating to the service of the United States, and to take testimony in Alaska for the use of the Government in any matter concerning the public revenues.

SEC. 2591. There shall be in the Territory of Alaska one collection district, as follows: The district of Alaska, to comprise all the Territory of Alaska, in which Sitka shall be the port of entry.

SEC. 2592. There shall be in the collection district of Alaska a collector, who shall reside at Sitka.

SEC. 4140. The Secretary of the Treasury may make such regulations as he may deem expedient for the nationalization of all vessels owned by actual residents of the Territory of Alaska, on the twentieth day of June, eighteen hundred and sixty-seven, and which continued to be so owned up to the date of such nationalization.

CHAP. 64.—An act to amend the act entitled "An act to prevent the extermination of fur-bearing animals in Alaska," approved July first, eighteen hundred and seventy.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the act entitled "An act to prevent the extermination of fur-bearing animals in Alaska," approved July first, eighteen hundred and seventy, is hereby amended so as to authorize the Secretary of the Treasury, and he is hereby authorized, to designate the months in which fur seals may be taken for their skins on the islands of St. Paul and St. George, in Alaska, and in the waters adjacent thereto, and the number to be taken on or about each island respectively.

TREASURY DEPARTMENT, *February 8, 1870.*

The attention of collectors and other officers of the customs is directed to the following Executive order:

EXECUTIVE MANSION,
Washington, D. C., February 4, 1870.

Under and in pursuance of the authority vested in me by the provisions of the second section of the act of Congress, approved on the 27th day of July, 1868, entitled "An act to extend the laws of the United States relating to customs, commerce, and navigation over the territory ceded to the United States by Russia; to establish a

collection district therein, and for other purposes," the importation of distilled spirits into and within the district of Alaska is hereby prohibited, and the importation and use of fire-arms and ammunition into and within the islands of St. Paul and St. George, in said district, are also hereby prohibited, under the pains and penalties of law.

U. S. GRANT,
President.

In conformity with the foregoing order of the President, and to insure its faithful execution, collectors of customs are hereby instructed to refuse clearance to all vessels having on board distilled spirits for ports, places, or islands within the Territory and collection district of Alaska.

Vessels clearing for any port or place intending to touch, trade, or pass within the waters of Alaska, with distilled spirits or fire-arms and ammunition on board, will be required to execute and deliver to the collector of customs, at the port of clearance, a good and sufficient bond in double the value of the articles so laden, conditioned that said spirits, or any part thereof, shall not be landed upon or disposed of within the Territory of Alaska, or that said arms and ammunition, or any part thereof, shall not be landed, disposed of, or used upon either of the islands of St. Paul or St. George, in said district.

GEO. S. BOUTWELL,
Secretary of the Treasury.

TREASURY DEPARTMENT, *September 10, 1870.*

The following Executive order relating to the importation of arms into the islands of St. Paul and St. George, within the district of Alaska, is published for the information of officers of the customs:

EXECUTIVE MANSION,
Washington, D. C., September 9, 1870.

So much of Executive order of February 4, 1870, as prohibits the importation and use of fire-arms and ammunition into and within the islands of St. Paul and St. George, Alaska, is hereby modified so as to permit the Alaska Commercial Company to take a limited quantity of fire-arms and ammunition to said islands, subject to the directions of the revenue officers there, and such regulations as the Secretary of the Treasury may prescribe.

U. S. GRANT,
President.

The instructions issued by this Department in its circular of February 8, 1870, are accordingly modified so as to adjust them to the above order. Revenue officers will, however, see that the privilege granted to the said company is not abused, that **no** fire-arms of any kind are ever used by said company in the killing of seals or other fur-bearing animals on or near said islands or near the haunts of seals or sea-otters in the district, nor for any purpose whatever, during the months of June, July, August, September, and October of each year, nor after the arrival of seals in the spring or before their departure in the fall, excepting for necessary protection and defense against marauders or public enemies who may unlawfully attempt to land upon the islands.

In all other respects the instructions of February 8, 1870, will remain in force.

WM. A. RICHARDSON,
Acting Secretary.

EXECUTIVE ORDER.

TREASURY DEPARTMENT,
Washington, D. C., July 3, 1875.

TO COLLECTORS OF CUSTOMS:

The importation of breech-loading rifles and fixed ammunition suitable therefor into the Territory of Alaska, and the shipment of such rifles or ammunition to any port or place in the Territory of Alaska, are hereby forbidden, and collectors of customs are instructed to refuse clearance of any vessel having on board any such arms or ammunition destined for any port or place in said Territory.

If, however, any vessel intends to touch or trade at a port in Alaska Territory, or to pass within the waters thereof, but shall be ultimately destined for some port or place not within the limits of said Territory, and shall have on board any such fire-

arms or ammunition, the master or chief officer thereof will be required to execute and deliver to the collector of customs at the port of clearance a good and sufficient bond, with two sureties, in double the value of such merchandise, conditioned that such arms or ammunition, or any part thereof, shall not be landed or disposed of within the Territory of Alaska.

Such bond shall be taken for such time as the collector shall deem proper, and may be satisfied upon proofs similar to those required to satisfy ordinary export bonds, showing that such arms have been landed at some foreign port; or, if such merchandise is landed at any port of the United States not within the limits of the Territory of Alaska, the bond may be satisfied upon production of a certificate to that effect from the collector of the port where it is so landed.

CHAS. F. CONANT,
Acting Secretary.

Approved:

U. S. GRANT,
President.

NOTICE.

TREASURY DEPARTMENT,
Washington, D. C., April 21, 1879.

Section 1956 of the Revised Statutes of the United States provides that no person shall, without the consent of the Secretary of the Treasury, kill any otter, mink, marten, sable, or fur-seal, or other fur-bearing animal within the limits of Alaska Territory, or in the waters thereof, and that any person convicted of a violation of that section shall, for each offense, be fined not less than two hundred nor more than one thousand dollars, or be imprisoned not more than six months, or both; and that all vessels, with their tackle, apparel, furniture, and cargo, found engaged in violation of that section shall be forfeited.

No fur-bearing animals will, therefore, be allowed to be killed by persons other than the natives within the limits of Alaska Territory, or in the waters thereof, except fur-seals taken by the Alaska Commercial Company in pursuance of their lease. The use of fire-arms by the natives in killing otter during the months of May, June, July, August, and September, is hereby prohibited. No vessel will be allowed to anchor in the well-known otter-killing grounds, except those which may carry parties of natives to or from such killing-grounds; and it will be the duty of the officers of the United States, who may be in that locality, to take all proper measures to enforce all the pains and penalties of the law against persons found guilty of a violation thereof. White men lawfully married to natives and residing within the Territory are considered natives within the meaning of this order.

JOHN SHERMAN,
Secretary of the Treasury.

WINE AND BEER.

The Treasury Department, in a letter to the collector of customs at Sitka, Alaska, dated October 7, 1881, held that section 1955, Revised Statutes, which prohibits shipments of distilled spirits to Alaska, does not include wine; and also by letter dated December 5, 1881, to the collector of customs at Port Townsend, Wash., that said section does not include beer, which is a fermented liquor and not a distilled spirit.

Previous instructions were modified accordingly.

COPY OF LEASE FROM THE UNITED STATES TO THE ALASKA COMMERCIAL COMPANY
OF THE RIGHT TO TAKE FUR-SEALS IN ALASKA.

[Delivered August 31, 1870.]

This indenture, in duplicate, made this 3d day of August, A. D. 1870, by and between William A. Richardson, Acting Secretary of the Treasury, in pursuance of an act of Congress, approved July 1, 1870, entitled "An act to prevent the extermination of fur-bearing animals in Alaska," and the Alaska Commercial Company, a corporation duly established under the laws of the State of California, acting by John F. Miller, its president and agent, in accordance with a resolution of said corporation duly adopted at a meeting of its board of trustees held January 31, 1870, witnesseth:

That the said Secretary hereby leases to the Alaska Commercial Company, without power of transfer, for the term of twenty years from the 1st day of May, 1870, the right to engage in the business of taking fur-seals on the islands of St. George and St. Paul, within the Territory of Alaska, and to send a vessel or vessels to said islands for the skins of such seals.

And the said Alaska Commercial Company, in consideration of their right under this lease, hereby covenant and agree to pay for each year during said term, and in proportion during any part thereof, the sum of \$55,000 into the Treasury of the United States, in accordance with the regulations of the Secretary to be made for this purpose under said act, which payment shall be secured by deposit of United States bonds to that amount; and also covenant and agree to pay annually into the Treasury of the United States under said rules and regulations, a revenue tax or duty of \$2 upon each fur-seal skin taken and shipped by them, in accordance with the provisions of the act aforesaid; and also the sum of 62½ cents for each fur-seal skin taken and shipped, and 55 cents per gallon for each gallon of oil obtained from said seals for sale on said islands or elsewhere and sold by said company. And also covenant and agree, in accordance with said rules and regulations, to furnish, free of charge, the inhabitants of the islands of St. Paul and St. George, annually during said term, twenty-five thousand dried salmon, sixty cords fire-wood, a sufficient quantity of salt, and a sufficient number of barrels for preserving the necessary supply of meat.

And the said lessees also hereby covenant and agree during the term aforesaid, to maintain a school on each island in accordance with said rules and regulations and suitable for the education of the natives of said islands for a period of not less than eight months in each year.

And the said lessees further covenant and agree not to kill upon said island of St. Paul more than 75,000 fur-seals, and upon the island of St. George not more than 25,000 fur-seals per annum; not to kill any fur-seal upon the islands aforesaid in any other month except the months of June, July, September, and October of each year; not to kill such seals at any time by the use of fire-arms or other means tending to drive the seals from said islands; not to kill any female seal or any seal less than one year old; not to kill any seal in the waters adjacent to said islands or on the beaches, cliffs, or rocks where they haul up from the sea to remain.

And the said lessees further covenant and agree to abide by any restriction or limitation upon the right to kill seals under this lease, that the act prescribes or that the Secretary of the Treasury shall judge necessary for the preservation of such seals.

And the said lessees hereby agree that they will not in any way sell, transfer, or assign this lease; and that any transfer, sale, or assignment of the same shall be void and of no effect.

And the said lessees further covenant and agree to furnish to the several masters of the vessels employed by them certified copies of this lease to be presented to the Government revenue officers for the time being in charge of said islands, as the authority of said lessees for the landing and taking said skins.

And the said lessees further covenant and agree that they, or their agents, shall not keep, sell, furnish, give, or dispose of any distilled spirits or spirituous liquors on either of said islands to any of the natives thereof, such person not being a physician and furnishing the same for use as medicine.

And the said lessees further covenant and agree that this lease is accepted subject to all needful rules and regulations which shall at any time or times hereafter be made by the Secretary of the Treasury for the collection and payment of the rentals herein agreed to be paid by said lessees; for the comfort, maintenance, education, and protection of the natives of said islands, and for carrying into effect all the provisions of the act aforesaid, and will abide by and conform to said rules and regulations.

And the said lessees, accepting this lease with a full knowledge of the provisions of the aforesaid act of Congress, further covenant and agree that they will fulfill all the provisions, requirements, and limitations of said act, whether herein specifically set out or not.

In witness whereof the parties aforesaid have hereunto set their hands and seals the day and year above written.

WILLIAM A. RICHARDSON, [SEAL.]
Acting Secretary of the Treasury.

ALASKA COMMERCIAL COMPANY, [SEAL.]
By JOHN F. MILLER, *President.*

Executed in presence of
J. H. SAVILLE.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, D. C., March 12, 1881.

SIR: Your letter of the 19th ultimo, requesting certain information in regard to the meaning placed by this Department upon the law regulating the killing of fur-bearing animals in the Territory of Alaska was duly received. The law prohibits the killing of any fur-bearing animals, except as otherwise therein provided, within the limits of Alaska Territory, or in the waters thereof, and also prohibits the killing of any fur-seals on the islands of St. Paul and St. George or in the waters adjacent thereto, except during certain months.

You inquire in regard to the interpretation of the terms "waters thereof" and "waters adjacent thereto," as used in the law, and how far the jurisdiction of the United States is to be understood as extending.

Presuming your inquiry to relate more especially to the waters of western Alaska, you are informed that the treaty with Russia of March 30, 1870, by which the Territory of Alaska was ceded to the United States, defines the boundary of the Territory so ceded. This treaty is found on pages 671 to 673 of the volume of treaties of the Revised Statutes. It will be seen therefrom that the limit of the cession extends from a line starting from the Arctic Ocean and running through Behring Strait to the north of St. Lawrence Islands. The line runs thence in a southwesterly direction, so as to pass midway between the island of Attou and Copper Island of the Kromanboski couplet or group in the North Pacific Ocean, to meridian of 193 degrees of west longitude. All the waters within that boundary to the western end of the Aleutian Archipelago and chain of islands are considered as comprised within the waters of Alaska Territory.

All the penalties prescribed by law against the killing of fur-bearing animals would therefore attach against any violation of law within the limits before described.

Very respectfully,

H. F. FRENCH,
Acting Secretary.

Mr. D. A. ANCONA,
No 717 O'Farrell street, San Francisco, Cal.

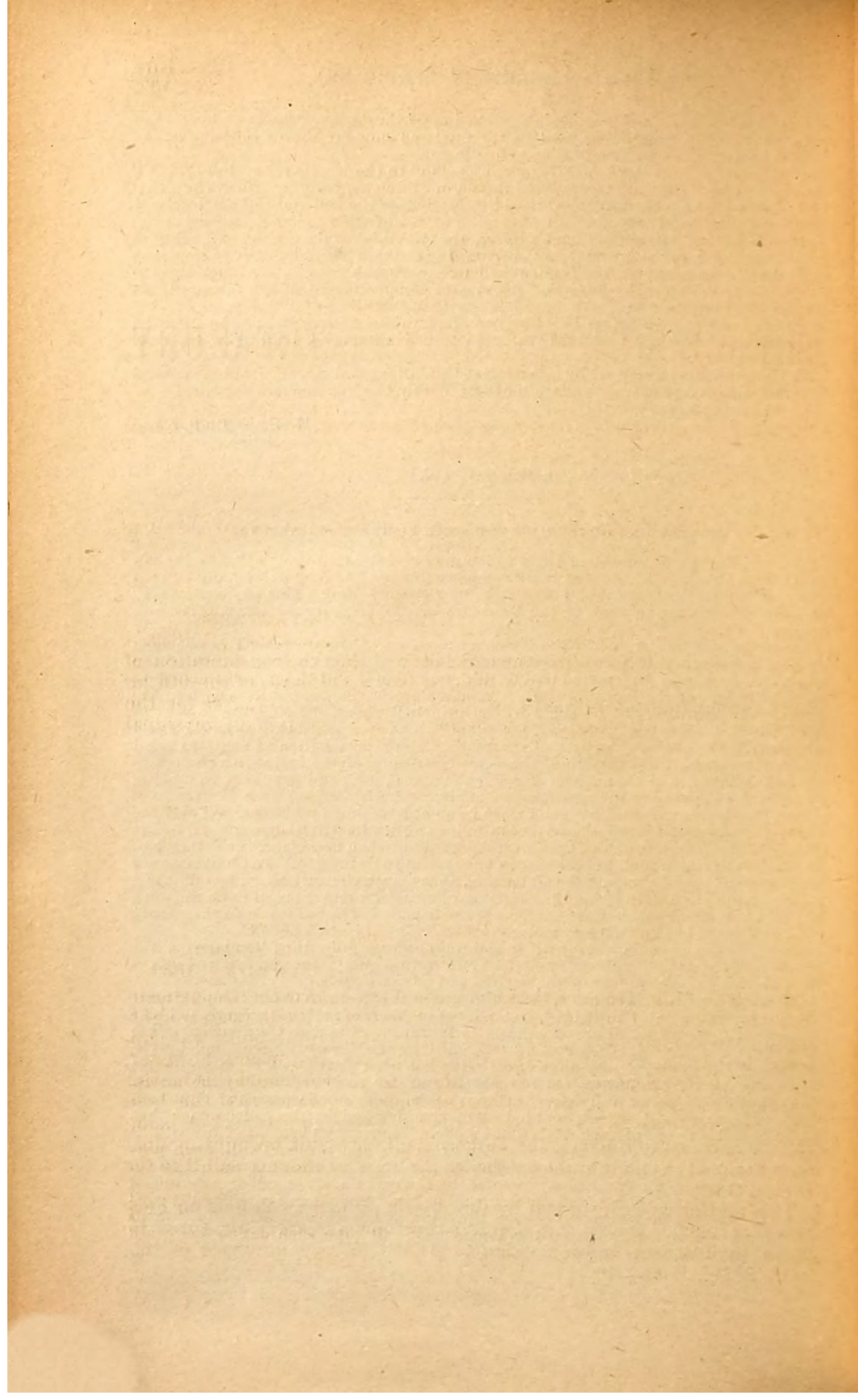
REGULATIONS GOVERNING THE SEAL FISHERIES IN ALASKA.

The law limits the number of seals which may be killed for their skins on the islands of St. Paul and St. George to 100,000 per annum. At present the quota is fixed at 80,000 for St. Paul Island and 20,000 for St. George Island. This proportion may be varied from time to time by the Secretary of the Treasury as facts may seem to demand.

The skins will be counted by the Treasury agents as they are placed in the salt-houses, and again as they are placed on board the vessel; and a daily record of the count will be kept. This record will be filed, and from it will be entered in a ledger a proper report of the season's catch. At the close of each season a report to the Treasury Department will be made by the principal agent, showing the number of skins taken and shipped, which will include the skins of any seals killed for food and accepted by the company as part of its quota. The report will also show to what extent the company has performed the other conditions of the lease with respect to furnishing supplies to the natives, keeping the school, etc., and generally embracing a review for the year of the condition of affairs at the islands. The natives are expected to perform the work assigned them in an orderly and proper manner, and the making or the use of "quass" or other intoxicating drinks will be discouraged by the officers of the company and of the Government, and, when necessary, the issuance of supplies from which such beverages can be made may be refused. To do the coarser kind of work, such as salting the skins, etc., the company is authorized to take from other parts of the Territory a proper number of men, who may be used to do the work of killing or flaying should the natives of the islands fail or refuse to do their work or to perform it in a satisfactory manner.

The Treasury agents are expected to maintain order, require the attendance of the children at the school, and lend their best efforts to regulate the condition of affairs so as to promote the welfare of the natives and advance them in civilization.

Occasional visits will be made by the Government officers to Otter Island, situate about 6 miles from St. Paul Island, where large numbers of seals congregate, in order to keep off marauders and prevent the unlawful killing of seals. On shipment of the skins from the seal islands a certificate, signed by the Treasury agent and by the captain of the vessel, of the number of skins laden on board will be made out in duplicate, one copy to be given to the captain and one to be retained by the agent. The captain will, on arrival, deliver his copy to the collector of customs at San Francisco. The skins will be then counted by officers detailed by the collector for that purpose, and a record of each day's count made. Temporary payment of tax will be accepted on the count of skins made at San Francisco, and a report will, upon payment of such tax, be made by the collector of the Treasury, showing the number of skins embraced in the certificate presented by the captain, the number ascertained by the San Francisco count, and the sum paid as tax. Should any considerable variance be shown by these reports between the count of the skins made at the islands and that made at San Francisco the Department will take such action in regard thereto as the facts may appear to demand.



LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

Estimate for appropriation for fog-signal station at Beaver Tail, Rhode Island.

FEBRUARY 13, 1889.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
February 12, 1889.

SIR: I have the honor to transmit herewith, for the consideration of Congress, copy of a letter from the Light-House Board, of the 9th instant, submitting an estimate for an appropriation of \$3,500 for the purchase of land required for the Beaver Tail (Rhode Island) fog-signal station.

Respectfully, yours,

HUGH S. THOMPSON,
Acting Secretary.

The PRESIDENT PRO TEMPORE UNITED STATES SENATE.

TREASURY DEPARTMENT,
OFFICE OF THE LIGHT-HOUSE BOARD,
Washington, February 9, 1889.

SIR: The Light-House Board has the honor to inform the Department that the fog-signal buildings at the Beaver Tail (Rhode Island) light-station are located on land which, at the time they were built, was supposed to be the property of the United States. It appears, however, that the United States attorney for Rhode Island, to whom this matter had been referred for investigation, can find no evidence that this land was ever conveyed to the United States, and sees no prospect of being able to successfully defend the Government in a suit brought against it by the party claiming to own the land, and who offers to sell it to the United States.

This matter was considered by the Board at its session held on February 6, 1889, when it was ordered that the necessary measures be taken to obtain an appropriation of \$3,500 for the purchase of this land.

Recommendation is therefore made that Congress be asked to include in the proper appropriation bill the following item :

For the purchase of land required for the Beaver Tail (Rhode Island) fog-signal station, and the payment of the necessary expenses incident to such purchase, the sum of three thousand five hundred dollars.

Respectfully, yours,

S. C. ROWAN,
Vice-Admiral, U. S. Navy, Chairman.

The SECRETARY OF THE TREASURY.

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LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

Report relative to the sanitary condition of the Washington city hall.

FEBRUARY 13, 1889.—Laid upon the table and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, D. C., February 12, 1889.

SIR: I have the honor to transmit herewith, for appropriate action, a communication from the honorable Attorney-General, inclosing copies of letters from the chief justice of the supreme court of the District of Columbia and the United States marshal, accompanied with a report from the health officer, addressed to the Commissioners of the said District, relative to the sanitary condition of the city hall.

Respectfully, yours,

HUGH S. THOMPSON,
Acting Secretary

HON. JOHN J. INGALLS,
President of the United States Senate pro tempore

DEPARTMENT OF JUSTICE,
Washington, February 4, 1889.

SIR: Inclosed are copies of correspondence between Chief Justice Bingham, of the supreme court of the District of Columbia, Marshal Wilson, of the District of Columbia, and a report of the health officer, Smith Townshend, M. D., to the Commissioners of the District of Columbia, relative to the sanitary condition of the city hall.

The marshal and the Supervising Architect of the Capitol estimate the necessary expenditure of carrying out the recommendations of the health officer at \$1,700. The matter is inclosed to you for reference to Congress for its action at the present session.

Very respectfully,

A. H. GARLAND,
Attorney General.

The SECRETARY OF THE TREASURY.

2 SANITARY CONDITION OF CITY HALL, WASHINGTON, D. C.

WASHINGTON, D. C., January 18, 1889.

Hon. A. H. GARLAND,
Attorney-General:

Permit me to call your attention to an article in the Washington Post of this (January 18) morning by Smith Townshend, M. D., and health officer of this District, in relation to the sanitary condition of the city hall, so called, in which our courts are held.

I have this day requested the District Commissioners to send you a certified copy of Dr. Townshend's report. I am requested by my associates to respectfully solicit your active interference in procuring an appropriation by Congress to make the necessary changes and repairs to secure the healthfulness of the building. Of course, we have little information as to the cost of such work. It has been suggested that the appropriation should be at least \$5,000, to be expended under the supervision of the Department of Justice, and that it be secured by an amendment of the proper appropriation bill, if possible, without delay. We beg to assure you that the condition of things is not magnified by the report of Dr. Townshend, and that we feel that the health of judges and all others compelled to attend the courts is seriously imperiled by a continuance of the present condition of the building.

I remain, yours, most respectfully,

E. F. BINGHAM,
Chief Justice Supreme Court District of Columbia.

UNITED STATES COURT-HOUSE,
Washington, January 28, 1889.

SIR: In compliance with your direction of the 23d instant, inclosing a copy of a letter of the 19th instant from Chief Justice Bingham, and also a copy of a report of the health department of the District of Columbia, made by Dr. Townshend, health officer, relating to the air supply and plumbing arrangements of the court-house, District of Columbia, we have made an inspection of the building named in relation to the subject-matter contained in the report of Dr. Townshend.

We have the honor to report that we found the inlet and ducts through which the air passes for respiration to be in a good condition, and do not see how the air thus provided can come in reach of any source of pollution.

The water-closets in the new portion of the building have no flushing tanks as have been recommended by the health officer, as these were objected to by Chief-Justice Cartter, under whose direction the interior of this portion of the building was arranged and fitted up. These tanks are desirable from a sanitary point of view.

Much of the plumbing in the old portion of the building is in its original condition, and consequently has not the air and water supply vents which are required under the new plumbing regulations.

To carry out the recommendations of the health officer an expenditure of about \$1,700 will be required.

We will state that with one or two exceptions the closets are in a cleanly and, we believe, healthful condition, no odor being discerned therein, except at the urinals, where it is almost impossible to prevent it; particularly in the open, public closet, which is used by so many persons, many of whom appear to be unaccustomed to such places.

We beg to state that great care is taken to keep the entire building in most perfect order as to cleanliness, for which much credit is due Mr. Hutchinson, the engineer in charge of the building.

Very respectfully,

ALBERT A. WILSON,
Marshal.
EDWARD MARK,
Architect United States Capitol.

Hon. A. H. GARLAND,
Attorney-General United States.

WASHINGTON, January 19, 1889.

Herewith find an accurate copy of the report of Dr. Smith Townshend, referred to in my communication yesterday. We hope it may commend itself to your better judgment that immediate action be had to remedy the evil therein shown to exist.

Very respectfully, your obedient servant,

E. F. BINGHAM,
Chief Justice.

Hon. A. H. GARLAND,
Attorney-General.

HEALTH DEPARTMENT, DISTRICT OF COLUMBIA,
Washington, January, 1889.

GENTLEMEN: Referring to indorsed communication, No. 153800, Commissioner's Office, letter of Hon. A. B. Hagner, requesting an examination as to the sanitary condition of the City Hall, I have the honor to present the following report:

The building was carefully inspected on the 15th instant, and it is found that many defects are to be remedied in order that sources of air pollution may be removed. The air supply for the building, that is to say, that portion of the air intended for heating and use in the lungs of occupants of the various rooms above, is taken principally by ducts which have their openings in a basement corridor running east and west, or near the center of the building. This corridor opens into the outer air at either end and is intersected by corridors running north and south, having stairways leading to the floors above.

There is, in addition to this source, an air-duct taking its supply from above the surface outside at the southwest corner of the building to furnish the rooms on the floors in that section.

The plumbing and drainage work for the newer portions of the structure was done in 1884, and while the plan followed has comprehended some of the methods necessary for prevention or removal of sources of air pollution, it left many defects which have resulted in the creation and maintenance of conditions which must be, in the light of our present knowledge, considered as prejudicial to health.

To summarize, before referring in detail to the existing local conditions, I would say that lack of fresh air inlet on the two main drains, the opportunity afforded for using over and over again the inner air, and defective fixtures, with imperfect flushing and ventilating appliances, constitute the main source of danger of pollution of the air used in the building.

The inspector of plumbing states details of minor defects as follows: The water-closets in the bailiff's room and under the iron stairway have trap ventilation, but the latter is badly located and both inadequately flushed; tanks should be used.

The water closet in the office of the recorder of deeds has no ventilation, is flushed by a defective valve, and is very offensive. The water-closet near the office of the recorder of deeds used by ladies has no ventilation, and is flushed by an automatic tank defectively constructed.

The water-closet used by the register of wills has no ventilation, is of the worst possible construction, and very offensive. Nothing short of an entire reconstruction and removal of the plumbing fixtures will remedy the evil here.

The water-closet used by the judges of the general term are ventilated, and it is only necessary to have proper flushing-tanks to put these fixtures in good sanitary condition. The same may be said of the water-closets used by the officers of the equity court.

The closets used by the officers of the old circuit court need a thorough overhauling, cleansing, and proper flushing by separate tanks.

The water-closet, urinal, and two wash-basins under the stairway are all without light or air, are offensive, and help to pollute the air of the hall. The old pan water-closet is now leaking, and the floor under it is now wet and rotten.

The water-closets used by the employés of the Civil-Service Commission are inadequately flushed, and the wood work about the urinal is rotten and offensive. These fixtures need a thorough overhauling and the traps of the latter now under the floor should be placed nearer the fixture.

The closet in the district attorney's office is in very good sanitary condition, although it could be greatly improved by substituting an all-earthenware closet and tank for the "Demarest" now in use. The closets and urinal used by those about the grand-jury room are flushed by defective valves and are very offensive. These fixtures need a thorough cleaning and a better water supply. The fouled atmosphere so plainly noticeable in the general water-closet on the basement floor, and in others to a less extent, must of necessity find its way in a larger or smaller quantity into the hallways, and, under certain atmospheric condition, into the ducts of the corridor, to be carried above. Closets so situated and arranged as that attached to the office of the register of wills are simply abominable and should not be tolerated.

The pipes for main drains at either end of the building being cast-iron, 8 inches in diameter, are considered as entirely suitable for the purpose, provided they are supplied with fresh-air inlet on the house side of running trap. The water supply is insufficient not by reason of want of pressure, but owing to size of pipes or obstruction by reason of long service. This supply can be readily increased, which should be done, and the tank system of flushing should be adopted.

The removal all unnecessary wood-work about closets and draining fixtures is also recommended.

In short, the plumbing and drainage work of the building needs a thorough over-

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hauling, the water supply should be increased, and every possible barrier should be erected to prevent the use of any portion of the inner air for heating purposes.

This building being under the immediate control of the United States, I am unable to take the action to be desired, and which would be promptly taken were it the property of a private individual.

Very respectfully,

SMITH TOWNSEND, M. D.,
Health Officer.

The COMMISSIONERS OF THE DISTRICT OF COLUMBIA.

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MESSAGE
FROM THE
PRESIDENT OF THE UNITED STATES,
RETURNING

Senate bill No. 3451 with his objections thereto.

FEBRUARY 14, 1889.—Read and referred to the Committee on Pensions and ordered to be printed.

To the Senate :

I return without approval Senate bill number thirty-four hundred and fifty-one, entitled "An act granting a pension to Frank D. Worcester."

The beneficiary named in this bill served in the volunteer army from February 4, 1863, to January 27, 1864, a period of less than one year, when he was discharged upon the certificate of a surgeon, alleging as his disability "manifest mental imbecility and incontinence of urine—disease originated previous to enlistment."

In 1880, sixteen years after his discharge, a claim for pension was filed in his behalf by his father as his guardian, in which it was alleged that his mind—naturally not strong—became diseased in the Army by reason of excitement and exposure.

He was adjudged insane in 1872 and sent to an insane hospital, where he remained about six years, when he was discharged as a harmless incurable. His mental condition has remained about the same since that time.

Upon the declared inability to furnish testimony to rebut the record of mental disease prior to enlistment, the claim for pension was rejected in 1883.

In 1887 the case was re-opened and a thorough examination was made as to soundness prior to enlistment and the origin and continuance of mental unsoundness.

Upon this examination evidence was taken, showing that he was deficient intellectually when he joined the Army; that he was stationed where he was not much exposed, and that his duties were comparatively light; that he never was considered a boy of solid intelligence, and that he had epileptiform seizures prior to enlistment.

On the other hand, no disinterested and unbiased evidence was secured tending to rebut these conditions.

The claim was thereupon again rejected. This was a proper disposition of the case unless the Government is held liable for every disability which may afflict those who served in the Union Army.

GROVER CLEVELAND.

EXECUTIVE MANSION, *February 13, 1889.*

[Fiftieth Congress of the United States of America, at the first session, begun and held at the city of Washington on Monday, the 3d day of December, 1888.]

AN ACT GRANTING A PENSION TO FRANK D. WORCESTER.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and he hereby is, authorized and directed to place on the pension-roll, subject to the provisions and limitations of the pension laws, the name of Frank D. Worcester, late a member of Company B, First Maine Battery of Heavy Artillery.

JOHN G. CARLISLE,
Speaker of the House of Representatives.

JOHN J. INGALLS,
President of the Senate pro tempore.

I certify that this act originated in the Senate.

ANSON G. MCCOOK,
Secretary.

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MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

RETURNING

Senate bill No. 2514, with his objections thereto.

FEBRUARY 14, 1889.—Read and referred to the Committee on Pensions and ordered to be printed.

To the Senate :

I return without approval Senate bill number twenty-five hundred and fourteen, entitled "An act granting a pension to Michael Shong."

It appears that the beneficiary named in this bill, under the name of John M. Johns, enlisted in Company I, Fourteenth New York Volunteers, on the 17th day of May, 1861, and was discharged May 24, 1863.

In November, 1876, more than thirteen years after his discharge, under the same name of John M. Johns, he filed an application for pension, alleging a fever sore on his right leg contracted July 1, 1862, which resulted in the loss of the leg.

His claim was rejected in November, 1882, after a thorough special examination, on the ground that the disease of the leg resulting in amputation was contracted after the soldier's discharge from the service.

The leg was amputated in February, 1865.

While there is some evidence tending to show lameness in the service and following discharge, and while one witness swears to lameness and fever sores in the service, evidence was also produced showing that the soldier returned home from the Army in good physical condition, and that the disease of his leg first manifested itself in the latter part of 1864.

It will be observed that he served in the Army nearly a year after it is alleged he contracted his disability, and that though his leg was amputated in February, 1865, he did not apply for a pension until 1876.

Moreover, the surgeon who amputated his leg testified that the soldier and his parents stated that he came out of the Army without a scratch; that on New Year's night, in 1865, he became very warm at a dance; that he went outdoors and was taken with a chill and pain in his side, which subsequently settled in the leg and caused a gangrenous condition, and that upon amputating the leg the artery below the knee was found plugged by a blood clot, which caused the diseased condition of the leg and foot.

This testimony and the other facts established and the presumptions arising therefrom clearly indicate in my opinion that the claim made for a pension by this beneficiary is without merit.

GROVER CLEVELAND.

EXECUTIVE MANSION, *February* 13, 1889.

[Fiftieth Congress of the United States of America, at the second session, begun and held at the city of Washington on Monday, the 3d day of December, 1888.]

AN ACT GRANTING A PENSION TO MICHAEL SHONG.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and he is hereby, directed to place on the pension-roll, subject to the provisions and limitations of the pension laws, the name of Michael Shong, late of Company I, Fourteenth New York Volunteer Infantry.

JOHN G. CARLISLE,
Speaker of the House of Representatives.
JOHN J. INGALLS,
President of the Senate pro tempore.

I certify that this act originated in the Senate.

ANSON G. MCCOOK,
Secretary.

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MESSAGE
FROM THE
PRESIDENT OF THE UNITED STATES,
RETURNING

Senate bill No. 2665, with his objections thereto.

FEBRUARY 15, 1889.—Read and referred to the Committee on Pensions and ordered to be printed.

To the Senate :

I return without approval Senate bill number twenty-six hundred and sixty-five, entitled "An act granting a pension to Charles J. Esty."

A bill in precisely the same words as the bill herewith returned was approved on the 8th day of July, 1886, and under its provisions the beneficiary is now upon the pension rolls.

It is supposed that the bill now under consideration was passed by the Congress in ignorance of the previous statute. A duplication of the act would manifestly be entirely useless.

GROVER CLEVELAND.

EXECUTIVE MANSION, *February 14, 1889.*

[Fiftieth Congress of the United States of America, at the second session, begun and held at the city of Washington on Monday, the 3d day of December, 1888.]

AN ACT GRANTING A PENSION TO CHARLES J. ESTY.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and he is hereby, authorized and directed to place on the pension-roll, subject to the provisions and limitations of the pension laws, the name of Charles J. Esty, late a private in Company H, Tenth New Hampshire Volunteers.

JOHN G. CARLISLE,
Speaker of the House of Representatives.
JOHN J. INGALLS,
President of the Senate pro tempore.

I certify that this act originated in the Senate.

ANSON G. MCCOOK.
Secretary.

LETTER
FROM
THE SECRETARY OF WAR,

TRANSMITTING,

In response to Senate resolution of October 4, 1888, report upon a certain order touching the politics of employés in arsenals.

FEBRUARY 15, 1889.—Referred to the Select Committee to Examine the Civil Service, and ordered to be printed.

WAR DEPARTMENT,
Washington City, February 13, 1889.

SIR: I have the honor to acknowledge the receipt of Senate resolution of October 4, 1888, as follows:

Whereas it is alleged that an order has been issued from the War Department in form and terms as follows:

"[Confidential.]

"WAR DEPARTMENT, ORDNANCE OFFICE,
"Washington, D. C., January 4, 1886.

"To the commanding officers of the national armories at Springfield, Mass., and Rock Island, Ill., and of the United States Arsenals at New York, West Troy, N. Y., and Philadelphia, Pa., Boston, Mass., and Benicia, Cal., etc.:

"SIR: While arsenals and the armory are not intended to be converted into political machines, two political parties in this country are recognized. It is therefore ordered that hereafter, in employing and discharging employés of any and all grades, other things being equal and qualifications satisfactory, Democrats will be favored; the object being to divide the force in the different grades gradually between Democrats and Republicans. This rule will apply to women and children, as well as to men, and will be strictly enforced.

"Respectfully, your obedient servant,

"S. V. BENÉT,
"Brig. Gen., Chief of Ordnance, U. S. Army."

And whereas it is further alleged that, in pursuance of such order, changes and removals of persons employed by the Government in the United States arsenals and armories have been made, and that honorably discharged soldiers of the Union Army and their wives and children have thus been removed: Therefore,

Resolved, That the Secretary of War be, and is hereby directed, to forthwith transmit to the Senate full information as to the order above named, and to state fully what necessities of the Department required that said order should be issued; and to further inform the Senate why an order issued from the military department of the Government upon public business was marked "confidential;" and also to report fully all changes that have been made of persons employed in the United States arsenals and armories since said order was issued, and especially to inform the Senate whether, at Rock Island Arsenal, the wife and children of a former Union soldier have been removed under said order; and also to inform the Senate what measures, if any, have been taken by the War Department to learn the political opinions of the women and children in its employ.

Resolved, That the Secretary of War is further directed to transmit to the Senate copies of any further orders or circulars relating to the employment of persons in any part of said Department since March 4, 1885, together with copies of all correspondence between the Department and any of its officers or subordinates, or any other person, relating to the politics of any of its employés.

In reply to these resolutions I have the honor to say that during the year 1885 there were numerous applications made to me by or in behalf of mechanics, artisans, and other persons, for employment in the arsenals and armories in charge of this Department. Of course, it is well understood that this employment does not fall within the civil-service law. Though called to the attention of the Civil-Service Commission, no practical method has been found to bring this class of employés within its provisions. No change has therefore been made in the manner of appointment. The head of the Department still delegates it to the Chief of Ordnance, who in turn places the performance of this duty in the officer in charge of the arsenal or armory wherein the work is to be performed. He determines on examination whether the applicant is fitted and able to do the required work. The same rule obtains in the other Bureaus.

These applications were made mainly by persons who claimed as Democrats to have been hitherto excluded from such employment on account of their political opinions. The reply made to such applications was that no removals would be made of deserving and efficient workmen in these shops merely on account of their political opinions, but as vacancies occurred, if the applicants were competent to perform the work required and otherwise qualified, and their services needed, they would be received. This decision in regard to removals or discharges of such employés has been strictly adhered to; and none have been made in the Ordnance Bureau or in any Bureau of this Department since I have been Secretary of War, except for cause; such as inefficiency, misconduct, dishonesty, long-continued absence, reduction of force, and like reasons.

In conversation with the Chief of Ordnance on this subject of labor in the arsenals early in January, 1886, the suggestion was made by me that as it seemed to be conceded on the one side, or claimed on the other, that a majority of these places were held by Republicans, that as vacancies occurred, or as the force might be increased in any arsenal, these places should be filled by Democrats, their fitness and other qualifications being sufficient and equal to their competitors, until the numbers were substantially divided between the two political parties, and that condition should be afterwards maintained so far as practicable. To the same end, when a reduction of force became necessary, that the same rule should be applied, until the same equality was obtained. The Chief of Ordnance favored and approved the proposal for reasons which he states in his report. He was of opinion that the process of thus equalizing the force would be gradual and slow, because the number of employés is not large, and considerable changes did not often occur.

The circular issued on January 4, 1886, and set forth in the resolution of the Senate, I did not see until the following spring, some two or three months after its issue. This circular does not enlarge or change the decision or rule above referred to, viz: "That no removals would be made of deserving and efficient workmen merely on account of their political opinions." The words "in discharging employés" therein are to be considered in view of that decision, which was a rule of action in the Department, and do not and were not intended to include discharges on account of the political opinions of the persons discharged, as it seems to have been assumed by many not familiar with the facts.

These words were not used in that sense by General Benét, as appears by his report, which is annexed; and even if capable of or liable to a broader construction, they were not so construed or acted upon by the commanding officers at the arsenals to whom the circulars were sent, as appears by their reports.

Colonel Buffington, of the National Armory, at Springfield, Mass., where more than half of these workmen are employed, in his report says that "the circular was duly received, but so far as now remembered, every position at the armory being filled, there was no immediate occasion—the circular not calling for the discharge of any employés—to carry out its provisions. Since vacancies have occurred from death, resignation, and other causes, and these vacancies were filled at once—necessary in most cases to prevent a break in the routine of armory work—but fitness alone controlled; a case of equal fitness but of opposite politics not so far as known presenting itself for the application of the provisions of the circular." There have been but sixty-four changes of permanent workmen at Springfield Armory since January, 1866, in a force of about 480 men. Only one woman is there employed.

It will also be found on examination of the reports of the commanding officers of other arsenals that no removals or discharges in the force employed have been made under the circular of January, 1886. It also appears from these reports that the force of workmen employed is somewhat permanent in its character.

In the larger arsenals, as at Springfield, the vacancies have been few, and in the smaller hardly any changes in the force have been made.

I do not know of any reason other than that given by General Benét why the order should have been marked confidential. I had no desire to conceal it from any person, and did not, but spoke freely when talking upon the subject of the policy of dividing the force, as has been described. Nor have any measures been taken by the War Department to learn the political opinions of the women and children in its employment. General Benét states in his report the reason for the allusion to women and children in his circular, as follows:

The portion of the circular referring to the application of the rule to women and children appears particularly to have been misunderstood. There was no intention whatever of causing the discharge of women and children because of their holding or not holding any particular political opinion, but a long and varied experience in the employment of women and children in our arsenals had personally shown me that criminations and recriminations on the score of the loyalty or disloyalty, or of the political opinions of husbands and fathers, were as prevalent among this class as among the men employed. It was in order that the good effect sought to be obtained by the political neutralization of the adult male portion of the working force should not be weakened by allowing it to exist in the female and juvenile portion that the concluding sentence was added.

I am further requested to inform the honorable Senate whether, at Rock Island Arsenal, the wife and children of a former Union soldier have been removed under the order issued by the Chief of Ordnance. In reply to this I beg to invite attention to the report of the commanding officer of the Rock Island Arsenal, in which he positively states that "the wife and children of a former Union soldier were not removed from here under or by reason of said confidential circular" of January 4, 1886. He asserts that the occurrence did not take place at the Rock Island Arsenal. In the reports from all the arsenals it appears that no such transaction as described occurred in any arsenal or armory of the United States.

The commanding officer of Rock Island Arsenal, where the event which called forth this inquiry is assumed to have occurred, also says that he

has endeavored to find Mr. J. Q. Ellery, whose name is signed to the letter said to have been received by the Indianapolis Journal newspaper and which was read in the Senate, and to ascertain from him the names of the persons alleged to have been dismissed. In this effort he has not been successful, and an examination of the assessor's books in the county clerk's office for the years 1884, 1885, and 1886 fails to disclose Ellery's name among the residents of Rock Island County. Inquiry among the oldest residents also failed to discover "any one who ever knew such a man." These facts, taken in connection with the reports from all other arsenals of the United States denying that such discharge of a woman and her children had been made, seem to establish conclusively that the signature to the letter was false, and the facts alleged therein and the statements purporting to have been made by the commanding officer are untrue and without any foundation whatever.

I am not aware of any further orders or circulars relating to the employment of persons in the War Department since March 4, 1885, as called for by the resolution, and inquiries directed to the chiefs of bureaus of the War Department establish the fact that none have been issued.

The only correspondence between the Department and any of its officers or subordinates or any other person relating to the politics of any of its employés since March 4, 1885, upon which action was taken by the Department, arose in regard to the employés on the Louisville and Portland Canal, under the charge of the Chief of Engineers, and the Jeffersonville, Ind., depot of the Quartermaster's Department.

In the first case reports came to me that the canal was not properly managed; that the superintendent in charge did not do his duty, and that the employés were used for political purposes. A long newspaper correspondence occurred on these subjects, and other matters connected with the canal between the engineer officer in charge of the work and one Mr. O. H. Stratton. From this cause several investigations took place, resulting ultimately in the discharge by my order of Phil. J. Schopp from the position of superintendent and the appointment of Thomas H. Taylor in his place, being convinced that such change was necessary and for the best interests of the service. An assistant superintendent and a clerk were afterwards appointed by the engineer in charge of the work. Since that time no changes by discharge or appointment of canal officers have been made or required. Numerous letters and newspaper articles on the subject of the management of the canal, the evidence taken in a hearing by the officer in charge, and his report thereon was sent to and are now at the War Department, the copying of which would require more labor than can well be spared from the more important work in hand. The original papers can readily be furnished if desired. Copies of the following papers on the subject are herewith:

(1) Memorandum report on the charges made by Mr. O. H. Stratton, by General John Newton.

(2) Letter from office of the Chief of Engineers to Colonel Merrill.

(3) Colonel Merrill's report, with indorsement by the Secretary of War, directing the appointment of Mr. Thomas H. Taylor as superintendent of the Louisville and Portland Canal in place of Phil. J. Schopp, to be removed.

The other case was at the Jeffersonville depot, under the charge of the Quartermaster-General. Numerous complaints were made from various sources, including the press in the vicinity, in regard to the management and condition of the force of employés in this depot. These complaints covered much ground, and among other things it was said

that the employés were permitted to give their Government time to politics, and that some were active political partisans. After some ineffectual attempts to ascertain the truth of these various charges, and being of opinion that the necessity for maintaining the office of the depot at Louisville, and the importance of continuing the depot itself, should be inquired into, upon recommendation of the Quartermaster-General Major Farnsworth, Inspector General, was detailed to investigate the same.

The several matters of inquiry that Major Farnsworth was to make were contained in his letter of instructions from the Adjutant-General, copies of which, and of other papers relating to the inspection, including the report of Major Farnsworth and the action of the Department thereon, are annexed to this reply. He reports in favor of the continuance of the depot at Jeffersonville and the abandonment of the office at Louisville.

In regard to politics it is to be noticed that Major Farnsworth reports that the employés of the depot are about equally divided in numbers between the Democratic and Republican parties; they are required to be at their duties during regular hours, and could not, therefore, devote Government time to politics. He recommends the discharge of the chief clerk of the depot, the inspector, and the chief teamster, and the transfer of the property clerk to some other field of service. The report of Major Farnsworth was received by me and approved with the remark that the recommendations therein be carried out by the Quartermaster-General.

It is believed, after a full and extended research, that these cases are the only ones that have occurred wherein correspondence took place between the Department and its officers, subordinates, and other persons, and that the foregoing fully answers all points presented by the resolution. This reply has been delayed by the necessity of carefully examining the records of the War Department in order that full reply might be made, and in endeavoring to discover the writer of the letter signed J. Q. Ellery. On this last point no positive information has thus far been obtained.

There are on file in the Department other communications relating to the politics of persons employed, but as no action has been taken thereon, so far as removals or changes of force are concerned, they have not been considered to fall within the scope of the inquiry of the honorable Senate. They will be furnished if desired.

Very respectfully,

WILLIAM C. ENDICOTT,
Secretary of War.

The PRESIDENT PRO TEMPORE OF THE UNITED STATES SENATE.

FORT MONROE ARSENAL,
Fort Monroe, Va., October 8, 1888.

SIR: I have the honor to acknowledge the receipt of your letter dated October 6, 1888, inclosing copy of Senate resolution dated October 4, 1888, and to report that no changes whatever have been made in the personnel of this post by reason of the confidential circular of January 4, 1886.

No inquiry has been made as to the political opinions of any employé or his family and they are to me unknown. There are no women nor children employed at this arsenal.

Very respectfully, your obedient servant,

ISAAC ARNOLD, JR.,
Major of Ordnance, Commanding.

The CHIEF OF ORDNANCE,
Washington, D. C.

WATERTOWN ARSENAL,
Watertown, Mass., October 15, 1888.

SIR: The letter of the 6th instant from the Ordnance Office inclosing a copy of Senate resolution dated October 4, 1888, and calling for a report as to what action had been taken at this arsenal under the confidential circular of January 4, 1886, from the Chief of Ordnance, came during my absence on duty. I have now to report in answer thereto, that no changes of employés whatever have been made at this arsenal by reason of said circular; that the political opinion of no person employed—man, woman, or child—has been inquired into, and that no one has been either employed or discharged on account of political opinion, and that no wife or child of a former Union soldier has been removed under or by reason of said confidential circular.

Very respectfully, your obedient servant,

F. H. PARKER,
Lieutenant-Colonel, Ordnance Department, U. S. Army, Commanding.

The CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.

FRANKFORT ARSENAL,
Philadelphia, Pa., October 3, 1888.

SIR: I have the honor to acknowledge the receipt of your circular letter of the 2d instant, calling for a report in detail of what action, if any, was taken at this post in carrying out the provisions of your confidential circular of January 4, 1886, and in reply thereto to state that no action to my knowledge has been taken at this post in carrying out the provisions of the circular mentioned while I have been in command, and I am confident no such action has been taken without my knowledge.

As the circular referred to was confidential to the officer who was in command of the post at that time, if he took any action in the matter it must have been unofficial, known only to himself; there is no record here in regard to it, and I have no means of reporting in regard to it.

Very respectfully, your obedient servant,

D. W. FLAGLER,
Lieutenant-Colonel of Ordnance, Commanding

The CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.

[Copy of indorsement.]

BENICIA ARSENAL, CAL., October 8, 1888.

Respectfully returned to the Chief of Ordnance, U. S. Army. No action growing out of the confidential circular, referred to within, has been taken at this arsenal.

S. CRISPIN,
Colonel of Ordnance, Commanding.

WATERVLIET ARSENAL,
West Troy, N. Y., October 3, 1888.

SIR: I have the honor to state in reply to your letter of the 2d instant, that I have taken no action in carrying out the provisions of confidential circular of January 4, 1886, never having received one of them officially. I reported for duty here June 5, 1886. On August 4, 1886, I received from the War Department circular of July 22, 1886, which was a communication from the President on the duties of office-holders as regards politics. I interpreted the latter as leaving such matters to my discretion as a non-partisan.

Very respectfully, your obedient servant,

J. M. WHITEMORE,
Colonel, Ordnance Department, U. S. Army, Commanding.

The CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.

SAN ANTONIO ARSENAL,
San Antonio, Tex., October 11, 1888.

SIR: Acknowledging the receipt of your communication of the 6th instant, inclosing a copy of Senate resolution, dated October 4, 1888, and requesting immediate report as to my action under the confidential circular of January 4, 1886, I have to report that no changes have been made by me of persons employed in this arsenal since the date of said circular by reason of said circular; and I am informed that none were made by my predecessor.

The wife and children of a former Union soldier could not have been removed for the reason that no such persons have been employed at this arsenal.

Respectfully, your obedient servant,

L. S. BABBITT,
Major of Ordnance, Commanding.

The CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.

[Copy of indorsement.]

KENNEBEC ARSENAL, *October 23, 1888.*

Respectfully returned.

I have never seen the "confidential circular" of January 4, 1886; can find no record of its ever having been received here, or the faintest indication that its suggestions have ever been carried out.

O. E. MICHAELIS,
Captain of Ordnance, Commanding.

ROCK ISLAND ARSENAL,
Rock Island, Ill., October 8, 1888.

SIR: I have the honor to acknowledge the receipt of your letter of the 4th instant, inclosing a copy of the Indianapolis Journal of the 29th ultimo, in which a letter from J. Q. Ellery, dated Rock Island, Ill., September 22, 1888, stating that his sister and her two daughters were discharged about six months ago because they were Republicans, etc., and requesting me to ascertain from Mr. Ellery and report to you the names of his sister and her two daughters, and the Arsenal from which they were discharged.

In reply I have to report that a close examination of the assessor's books in the county clerk's office for the years 1884-'85-'86 fails to disclose the name of J. Q. Ellery amongst the lists of residents of Rock Island County, and upon inquiry of some of the oldest residents no one can be found who ever knew such a man.

I would further report that the records of this arsenal do not show any such occurrence as that described in the newspaper, nor have I any knowledge of the transaction referred to in J. Q. Ellery's letter.

The newspaper is returned herewith as requested.

Very respectfully, your obedient servant,

T. G. BAYLOR,
Colonel of Ordnance, Commanding.

The CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.

ROCK ISLAND ARSENAL,
Rock Island, Ill., October 10, 1888.

SIR: I have the honor to acknowledge the receipt, at this date, of your letter of October 6, 1888, inclosing copy of Senate resolution dated October 4, 1888, and directing me to make an immediate report as to my action under the confidential circular of January 4, 1886.

In response thereto I have to report that I have made no changes in the persons employed at this arsenal since the date of said circular by reason of or in obedience to said circular; and, further, that the wife and children of a former Union soldier were not removed from here under, or by reason of, said confidential circular of January 4, 1886. No effort has been made to ascertain the political opinions of women and children when employed.

Very respectfully, your obedient servant,

T. G. BAYLOR,
Colonel of Ordnance, Commanding.

The CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.

[Telegram.]

BENICIA, CAL., *October 12, 1888.*

To the CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.:

No action whatsoever has been taken at this arsenal growing out of the Benét confidential circular of January 4, 1886, either in the cases of men, women, or children. No measures have been taken to learn the political opinions of women and children.

R. CRISPIN,
Colonel, Commanding.

INDIANAPOLIS ARSENAL,
Indianapolis, Ind., October 10, 1888.

SIR: In compliance with your instructions of the 6th instant I have the honor to report that no changes of persons employed at this arsenal have been made by reason of the confidential circular from the Department of January 4, 1886; that the wife and children of a former Union soldier have not been removed under or by reason of said confidential circular, and that no measures have been taken to learn the political opinions of employés at this arsenal.

Very respectfully, your obedient servant,

CLIFTON COMLY,
Major of Ordnance, Commanding.

The CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.

ALLEGHENY ARSENAL,
Pittsburgh, Pa., October 9, 1888.

SIR: In reply to your letter of the 6th instant I have the honor to state that I assumed command of this arsenal May 27, 1886.

I do not know that any changes were made of persons employed at this arsenal, in consequence of circular of January 4, 1886, prior to my taking command, but not a single change on that account has taken place during my incumbency. "The wife and children of a former Union soldier" have not been removed "under or by reason of said confidential circular." No measures have been taken to learn the political opinions of any employé. I only demand that the employé shall be a good workman, and I do not know, and do not want to know, the political opinion of any man under my command or in my employ.

Respectfully, your obedient servant,

GEO. W. MCKEE,
Major of Ordnance, Commanding.

The CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.

WATERVLIET ARSENAL,
West Troy, N. Y., October 8, 1888.

SIR: In reply to your letter of the 6th instant, inclosing a copy of Senate resolution dated October 4, 1888, I have the honor to report that no changes were made by me under circular of January 4, 1886, and so far as known to me none were made by my predecessor, by whom said circular was received. No women or children are employed at this arsenal.

Very respectfully, your obedient servant,

J. M. WHITTEMORE,
Colonel, Ordnance Department U. S. Army, Commanding.

The CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.

UNITED STATES POWDER DEPOT,
Dover, N. J., October 9, 1888.

SIR: I have the honor to acknowledge the receipt of your circular letter of the 6th instant, calling for a report as to changes that have been made at this depot since the date of the confidential circular of January 4, 1886, and which were made by reason

of said circular; "and especially whether at your arsenal the wife and children of a former Union soldier have been removed under or by reason of said confidential circular of January 4, 1886, and what measures, if any, have been taken to learn the political opinions of the women and children in your employ."

In reply, I have the honor to report that at the time of the receipt of the circular the politics of the employés was unknown to the commanding officer, but as careful an investigation as possible was made, which resulted in the discovery that even during the busiest season, and before the receipt of the circular, when sixty-seven men were employed, twenty-five were Democrats, twenty-four were Republicans, and eighteen were unnaturalized or under age. No discharges or changes have ever been made by reason of this circular. During the winter season, and when the appropriations have given out, a reduction of the force was made, but the same men were, when possible, re-employed when work was resumed.

No married woman or widow was ever employed here, and the only child of a former Union soldier was the son of a veteran, a boy about seventeen years of age, who was employed as a kind of helper. His discharge was made necessary by the stoppage of work. His father is employed as a watchman now. No effort was made to ascertain his political opinions.

Very respectfully, your obedient servant,

FRANK H. PHIPPS,
Major of Ordnance, Commanding.

The CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.

FRANKFORD ARSENAL,
Philadelphia, Pa., October 12, 1888.

SIR: I have the honor to acknowledge the receipt of your letter of October 6, 1888, inclosing a copy of Senate resolution dated October 4, 1888, calling for a report thereunder, and in reply to report as follows:

I have been in command of this arsenal since February 28, 1887. During the time of my command there have been no changes of persons employed at this arsenal made by reason of the confidential circular of January 4, 1886, quoted in the resolution; the wife and children of no former Union soldier have been discharged by reason of such circular; and no measures, to my knowledge, have been taken to ascertain the political opinions of any woman or child in my employ or of any other employé at this arsenal.

When the circular was received and during the time prior to my command, if any action was taken by the commanding officer under it the records do not show it; I believe it was only known to himself, and I am unable to report in regard to it, except that the wife and children of no former Union soldier were removed at this arsenal by reason of the circular; and the records show no employés removed at this arsenal by reason of said circular. A careful investigation convinces me that no such removals were made.

Very respectfully, your obedient servant,

D. W. FLAGLER,
Lieutenant-Colonel of Ordnance, Commanding.

The CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.

[Copy of indorsement.]

SAINT LOUIS POWDER DEPOT,
October 10, 1888.

Respectfully returned to the Chief of Ordnance, U. S. Army.

I found no such order as that referred to on file at this post when I assumed command, and the politics of the few employés is not known. But few men are ever employed here, and with one exception those now on the rolls have been employed "off and on" by the Government for many years.

JOHN G. BUTLER,
Captain, Ordnance Department, U. S. Army, Commanding.

No one has been discharged during the present administration for political reasons.

J. G. B.

WATERTOWN ARSENAL,
Watertown, Mass., October 4, 1888.

SIR: In answer to circular letter received this day asking for a report of the action taken in carrying out the provisions of the confidential circular of January 4, 1886, directing that hereafter the hiring and discharging of employés be regulated to some extent by their political affiliations, I have to report that no action has so far been taken.

Very respectfully, your obedient servant,

F. H. PARKER,
Lieutenant-Colonel, Ordnance Department, U. S. Army, Commanding.

The CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.

NEW YORK ARSENAL,
GOVERNOR'S ISLAND, NEW YORK HARBOR,
New York City, October 8, 1888.

SIR: I have the honor to acknowledge the receipt of your letter of the 6th instant, inclosing copy of Senate resolution dated October 4, 1888, and calling for report of my action under the confidential circular of January 4, 1888.

In reply I would respectfully state that no changes have been made of persons employed at this arsenal since the date of said circular by reason of said circular; no woman or child has been removed under or by reason of said confidential circular of January 4, 1886; and no measures have at any time been taken to learn the political opinions of any woman or child in my employ.

The above is also true of my action at Watervliet Arsenal between the date of receipt of the circular referred to and the date of my being relieved from the command of that arsenal in May, 1886.

Very respectfully, your obedient servant,

A. MORDECAI,
Lieutenant-Colonel, Ordnance Department, Commanding.

The CHIEF OF ORDNANCE, U. S. ARMY.
Washington, D. C.

FRANKFORD ARSENAL,
Philadelphia, Pa., October 3, 1888.

SIR: I have the honor to acknowledge the receipt of your letter of the 2d instant, inclosing a copy of the Congressional Record of October 2, containing on page 9970 what purports to be a letter from J. Q. Ellery, and calling for a report in regard to the statements therein.

I have no knowledge of any transaction mentioned or referred to in Mr. Ellery's letter.

I have tried and can obtain no information or clue to any such transaction at this arsenal as is described in the letter.

The records of the arsenal from January 1, 1886, to the present date have been carefully examined and show no such discharge as that mentioned in the letter, and also convince me that no such discharge has been made.

So far as this arsenal or any act of which I have any knowledge is concerned, I believe the statements in the letter to be without foundation.

Very respectfully, your obedient servant,

D. W. FLAGLER,
Lieutenant-Colonel of Ordnance, Commanding.

The CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.

ROCK ISLAND ARSENAL,
Rock Island, Ill., October 5, 1888.

SIR: In reply to your circular letter of October 2, 1888, asking what action has been taken, if any, in carrying out the provisions of confidential circular of January 4, 1886, I have to report that since I have been in command I have not taken any action on this letter as far as endeavoring to equalize the positions of the different employés

between the Republicans and Democrats, and under my predecessor there is no record of any such action having been taken.

Very respectfully, your obedient servant,

T. G. BAYLOR,
Colonel of Ordnance, Commanding.

The CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.

NATIONAL ARMORY,
Springfield, Mass., October 3, 1888.

SIR: In compliance with the circular letter of the 2d instant, to report what action, if any, has been taken at this armory to carry out the provisions of the confidential circular of January 4, 1886, I have the honor to report that that circular was duly received, but so far as now remembered every position at the armory being filled there was no immediate occasion—the circular not calling for the discharge of any employés to carry out its provisions.

Since, vacancies have occurred from death, resignation, and other causes, and these vacancies were filled at once—necessary in most cases to prevent a break in the regular routine of armory work—but fitness alone controlled the employment, a case of equal fitness but of opposite politics not, so far as known, presenting itself for the application of the provisions of the circular.

Respectfully, your obedient servant,

A. R. BUFFINGTON,
Lieutenant-Colonel of Ordnance, Commanding.

The CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.

NATIONAL ARMORY,
Springfield, Mass., October 8, 1888.

SIR: In reply to instructions of the 6th instant, inclosing copy of Senate resolution of the 4th instant, to report as to action under the confidential circular of January 4, 1886, that is, to report fully all changes that have been made of persons employed at this armory since the date of said circular and which were made by reason of said circular, especially whether the wife and children of a former Union soldier have been removed under or by reason of said confidential circular of January 4, 1886, and what measures, if any, have been taken to learn the political opinions of the women and children employed, I have the honor to state as follows:

No changes have been made at this armory by reason of said confidential circular of January 4, 1886.

Sixty-four workmen, who may be called permanent workmen, have been employed to fill vacancies caused by death, resignations, dismissals for violation of standing Army regulations (drunkenness mostly), and on account of increase of work.

Besides these there were a number employed temporarily, such as masons, plumbers, laborers, and others, not now on the rolls. Excepting one woman (not a permanent employé), who has been employed from time to time, when there has been sword work on hand, to burnish the electroplating, no women or children are or have been employed at this armory since January 4, 1886, and none have been discharged for any cause.

No measures have been taken to learn the political opinions of the one woman employed as aforesaid.

Respectfully, your obedient servant,

A. R. BUFFINGTON,
Lieutenant-Colonel of Ordnance, Commanding.

The CHIEF OF ORDNANCE, U. S. ARMY,
Washington, D. C.

AUGUSTA ARSENAL,
Augusta, Ga., October 8, 1888.

SIR: In reply to your instructions of the 6th instant, inclosing copy of Senate resolution of October 4, 1888, I have the honor to report that at this arsenal no occasion has arisen for any action under your "confidential" circular of January 4, 1886, as

regards the discharge of employés. I do not know the political opinions of an employé, male or female, white or black, now or at any time in my employ.

As I read the circular an end was to be put to partisanship in the arsenals. As far as I know this end was accomplished.

Very respectfully, your obedient servant,

J. W. REILLY,
Major Ordnance, Commanding.

The CHIEF OF ORDNANCE,
Washington, D. C.

ORDNANCE OFFICE,
WAR DEPARTMENT,
Washington, D. C., December 20, 1888.

SIR: I have the honor to return Senate resolution "of October 4, 1888," on confidential circular from this office of January 4, 1886, to the commanding officers of arsenals and the Army, directing them to "divide the force in the different grades gradually between Democrats and Republicans," "hereafter, in employing and discharging employés of any and all grades, other things being equal and qualifications satisfactory," and applying "this rule to women and children as well as to men," and to report:

The "confidential circular" was issued under the following circumstances:

During an interview with the honorable Secretary of War, on the day the circular was issued, he referred to an application for the employment of a Democrat at an arsenal and expressed his decided objection to making arsenals political machines, or permitting them to come under political control. That such applicants being persistent in the desire for place, the idea had occurred to him that if some way could be devised by which *when the force had to be reduced* and some employés discharged, or when an increase of force had become necessary, those discharged or employed might be so arranged—*fitness being the first consideration*—as to gradually divide the employés *equally* between the two political parties. He thought that such a course would give permanency to the employés, and that neither party would interfere where both were equally represented. This struck me as fair and advisable, and I said that I thought I could put the idea into practical operation. I went to my office, and wrote and issued the "circular" that afternoon; the intention of it being to carry out the views above expressed and nothing more. I did not deem it necessary to inform the Secretary of War of my action as I was taking it to carry out his ideas, and it was not until some time after its issuance that I showed him a copy of it and told him of the action taken.

The "circular" was marked "confidential," because it was intended for the especial information of and as a guide to commanding officers in their action, and its objects could be best carried out if knowledge of it was confined to the officers who alone were expected to act under it.

I could hardly have conceived that a violation of its confidential character, even during the heat of a political canvass, could have been so quickly followed by so much misstatement and misconstruction.

The portion of the circular referring to the application of the rule to women and children appears particularly to have been misunderstood. There was no intention whatever of causing the discharge of women or children because of their holding or not holding any particular political opinion, but a long and varied experience in the employment of women and children in our arsenals had personally shown me that discriminations

and recriminations on the score of the loyalty or disloyalty or of the political opinions of husbands and fathers were as prevalent among this class as among the men employed. It was in order that the good effect sought to be obtained by the political neutralization of the adult male portion of the working force should not be weakened by allowing it to exist in the female and juvenile portion that the concluding sentence was added.

All changes that have been made of persons employed in the United States arsenals and armory since said "circular" was issued are fully set forth in the reports herewith received from the armory and those arsenals to which the "circular" was sent. From these reports it appears that no occasion has occurred for making discharges, except for cause and where, for lack of work, all were discharged; and therefore no occasion has arisen for applying the instructions given in the circular, and in employing men no occasion has arisen for deciding on political grounds. At arsenals and the armory there is great permanency in the hired force, and changes are of rare occurrence.

No women have been employed at the Rock Island Arsenal since June, 1887, except last May, 1888, when one was employed for a few days, cleaning office.

Frankford Arsenal is the only establishment where women are constantly employed in the cartridge factory—average, about thirty.

In a few of the arsenals one female type-writer is employed.

The report from the Rock Island Arsenal emphatically denies that "the wife and children of a former Union soldier have been removed under said order." This charge is based on a letter of J. Q. Ellery, written at Rock Island, Ill., to the editor of the Indianapolis Journal, dated September 22, 1888, copy herewith. The inclosed letter from the commanding officer of Rock Island Arsenal of the 8th instant, in reply to mine of the 4th instant, inclosing copy of the Indianapolis Journal containing the Ellery letter, says that J. Q. Ellery is not known at Rock Island, and an examination of the assessor's books for 1884, 1885, and 1886 discloses no such name. The report from the Frankford Arsenal, where about thirty women are constantly employed, is that no such discharge has been made. J. Q. Ellery's charge, with all its detail, seems to be a fabrication. On its face, the employment of three of a family, when many of the thousands on our pension rolls are glad of work, carried with it grave doubts.

In regard to the political opinions of the women and children in its employ, neither the Ordnance Office nor any of the commanding officers of ordnance establishments have taken any measures to learn their political opinions. No cases came up that required such information. Fitness was consulted, and there being no cases in which other things were equal and qualifications satisfactory, there was no necessity to adopt any other guide save that of fitness alone.

To the second branch of the inquiry, no other circulars or orders have been issued relating to the employment of persons in any part of this Department since March 4, 1885.

Very respectfully, your obedient servant,

S. V. BENÉT,
Brigadier-General, Chief of Ordnance.

The SECRETARY OF WAR.

Reports of ordnance officers as to changes under confidential circular of January 4, 1886.

Arsenal.	Date.	Emp loy és Jan. 4, 1886.	Emp loy és in 1888.	Remarks.
Springfield Armory.....	1888. Oct. 3, 8	462	480	No changes made by reason of the confidential circular of January 4, 1886; no women or children employed or discharged since that date.
Watertown Arsenal.....	Oct. 4	213	25	No action has been taken to carry out the provisions of the circular of January 4, 1886; that (October 15, 1888) the political opinion of no one has been inquired into, and that no one has been discharged on account of political opinion, and that no wife or child of Union soldier has been removed under the circular.
Fort Monroe Arsenal.....	Oct. 8	15	8	No changes made by reason of circular of January 4, 1886; no inquiry ever made as to political opinions of employés; no women or children employed there.
Augusta, Ga., Arsenal.....	Oct. 8	8	7	No action under circular of January 4, 1886; does not know the political opinions of any employés now or at any other time.
New York Arsenal.....	Oct. 8	22	18	No changes have been made nor persons employed since date of said circular; no women or children have been removed by reason of that circular.
Watervliet Arsenal.....	Oct. 8	124	118	No changes made by him under circular of January 4, 1886; none, so far as known, by his predecessor; no women or children employed there.
Rock Island Arsenal.....	Oct. 8	219	144	In reply to request to ascertain from a Mr. Ellery the name of his sister and her two daughters, who were discharged from that office, reports that a close examination of the assessor's rolls in the county clerk's office fails to disclose the name of J. Q. Ellery; October 5, 1888, that no action has been taken looking to an equalization of the force, politically.
Do.....	Oct. 10	.....	.....	No changes have been made since date of circular by reason of it, and that wives and children of former Union soldiers were not removed under, nor by reason of, said circular; and no effort has ever been made to ascertain the political opinions of persons when employed.
Powder Depot, Dover, N. J..	Oct. 9	23	15	No changes have been made for political reasons under circular of January 4, 1886, or otherwise.
Allegheny Arsenal.....	Oct. 9	5	4	Does not know of any changes of persons employed in consequence of circular of January 4, 1886, prior to his taking command (May 27, 1886), and not a single change made on that account since.
Indianapolis Arsenal.....	Oct. 10	2	2	No changes made in consequence of circular of January 4, 1886; no wives or children of former Union soldiers have been removed; and no measures taken to learn the political opinions of any employé.
Frankford Arsenal.....	Oct. 3	188	131	Has no knowledge of any transaction referred to in letters from J. Q. Ellery, and believes statements to be without foundation.
Do.....	Oct. 12	.....	.....	No changes made by reason of circular of January 4, 1886.
Saint Louis Powder Depot...	Oct. 10	8	3	Found no such order on file when he assumed command; few men ever employed, and, with one exception, those now on rolls have been employed for many years; no one discharged for political reasons since date of circular.
Benicia Arsenal.....	Oct. 12	44	19	No action taken under circular of January 4, 1886; no women or children dismissed, nor any measures taken to learn political opinions of women and children.
San Antonio Arsenal.....	Oct. 11	39	.....	No changes made on account of the circular, and no wife or child of Union soldier removed.
Kennebec Arsenal.....	Oct. 23	4	.....	Commanding officer states that he has never received the circular, nor is there any record of its receipt or the faintest indication that its suggestions have ever been carried out.

Memorandum of General John Newton, Chief of Engineers, submitted to the Secretary of War.

It is exceedingly difficult, if not impossible, to attempt a thorough analysis of Mr. O. H. Stratton's written and printed articles. He appears to have an exhaustless flow of words without present prospect of diminution in quantity.

He attacks the management of the Louisville and Portland Canal almost universally; the engineering plans, the good judgment, and even honesty of the officials, in addition to the political management of the work.

Mr. Stratton does not appear to be an engineer or professionally qualified to criticise with authority the ideas and works of experienced engineers, and his articles are besides so voluminous and destitute of precision in expression that, with the exception of requiring Colonel Merrill to read them and make a short reply and explanation in regard to them, nothing more would seem at present to be necessary.

It is different, however, with regard to the political management, and to avoid error in treating this branch of the subject I would suggest that Colonel Merrill be called upon to furnish a list of the permanent force of the canal which should give also the salaries and political affiliations of all. Also the same information regarding the superintendents and overseers of work now carried on, if any, in conjunction with and near the canal, though not strictly in the canal itself.

By this means, if desirable, the patronage pertaining to these works could be properly apportioned.

Mr. Stratton has furnished a lot of affidavits before, during, and after the investigation made by Colonel Merrill under orders from the War Department during the past summer. All of these affidavits were not seen by Colonel Merrill, but Mr. Stratton, who appears to have received a legal education, could have summoned the affiants before Colonel Merrill to testify and be submitted to a cross-examination. They were not all present, and their affidavits, which are *ex parte*, can not fairly be taken as evidence.

Of the persons implicated by Mr. Stratton for political action, viz, Messrs. P. J. Schopp, superintendent; S. C. Cornwell, assistant superintendent, and Robert Oliver, who holds some inferior office, the last only appears to have unduly concerned himself in politics and there is not a great deal against him.

The method before recommended of dealing with the political aspect of the case and of apportioning the offices between the political parties would seem to suit the case and ought to end it, for if the investigation be continued, as Mr. Stratton is absolutely exhaustless in words, no termination appears to be probable.

The investigation already made appears to have been fairly and thoroughly pursued so far as Colonel Merrill could do so, and its incompleteness, if any, arises from the omission of the prosecution to have all its witnesses (assuming the absence of any material witness to the case) present.

J. N.

[Indorsement.]

Respectfully returned to the Chief of Engineers, whose suggestions as contained in the within memorandum are approved and will be carried out.

By order of the Secretary of War.

JOHN TWEEDALE,
Chief Clerk.

WAR DEPARTMENT, December 5, 1885.

OFFICE OF THE CHIEF OF ENGINEERS,

UNITED STATES ARMY,

Washington, D. C., December 11, 1885.

SIR: I am directed by the Chief of Engineers to request that you will furnish, for the information of the Secretary of War, a list of the permanent force employed on the Louisville and Portland Canal, showing the salary and political affiliations of each of such employés. Also the same information respecting the superintendents and overseers of work now carried on, if any, in conjunction with, and near the canal, though not strictly in the canal itself.

By command of Brig. Gen. Newton.

Very respectfully, your obedient servant,

JOHN M. WILSON,

Lieut. Col. of Engineers, Colonel, U. S. A.

Lieut. Col. W. E. MERRILL,

Corps of Engineers, Cincinnati, Ohio.

U. S. ENGINEER OFFICE, CUSTOM-HOUSE,

Cincinnati, December 23, 1885.

GENERAL: In reply to your letter of the 11th instant, I have the honor to forward herewith the required "list of the permanent force employed on the Louisville and Portland Canal, showing the salary and political affiliation of each of such employés."

I understand the concluding portion of your letter to refer to the work that has usually been done on the widening of the Indiana Chute, which has always been under the charge of the superintendent of the canal. In relation to this work I would state that in former years it was under the management of W. M. Messick, but during the present year it has been under the management of Mr. Cornwell, the assistant superintendent, who is accounted for in the canal list. On account of the unusually high stage of the river the work was abandoned for the season at the end of two weeks.

I would call attention to the fact that three Democrats and fourteen Republicans were on duty at the canal when it passed into the control of the United States, and these men have been retained because they knew their duties and performed them satisfactorily.

Since the United States has been in charge of the canal twenty-five men have been added to the force, of whom six are Democrats, eighteen are Republicans, and one has no party affiliation.

In conclusion I would state that, to the best of my knowledge and belief, this is the first time that the question of politics has ever been raised in connection with the canal.

Respectfully, your obedient servant,

WM. E. MERRILL,

Lt. Col. of Engineers.

Brig. Gen. JOHN NEWTON,

Chief of Engineers, Washington, D. C.

[First indorsement.]

OFFICE CHIEF OF ENGINEERS, U. S. ARMY,

December 28, 1885.

Respectfully submitted to the Secretary of War.

The list of employés submitted by Lieutenant-Colonel Merrill was prepared in accordance with the instructions of the Secretary of War, contained in the indorsement of December 5, 1885, from the War Department, upon the memorandum of General Newton, returned herewith.

JOHN G. PARKE,

Acting Chief of Engineers.

[Second indorsement.]

WAR DEPARTMENT, *January 23, 1886.*

Respectfully returned to the Chief of Engineers.

Mr. Thomas H. Taylor, of Louisville, Ky., will be appointed superintendent of the Louisville and Portland Canal, vice Phil. J. Schopp, to be removed.

WILLIAM C. ENDICOTT,

Secretary of War.

WAR DEPARTMENT,
QUARTERMASTER-GENERAL'S OFFICE,
Washington, D. C., March 24, 1888.

SIR: I have the honor to recommend that Maj. H. J. Farnsworth, assistant inspector-general, be ordered to Jeffersonville, Ind., to inspect the officers' accounts and the affairs of that depot. A memorandum of points to which the officer's attention should be especially directed is inclosed.

Very respectfully, your obedient servant,

S. B. HOLABIRD,
Quartermaster-General, U. S. Army.

The SECRETARY OF WAR,
Washington, D. C.

[Indorsement.]

Approved by the Secretary of War.

R. C. D.

A. G. OFFICE, *Washington, March 30, 1888.*

HEADQUARTERS OF THE ARMY,
ADJUTANT-GENERAL'S OFFICE,
Washington, March 31, 1888.

SIR: I am instructed by the Lieutenant General commanding the Army to inform you that the Secretary of War directs you to proceed to Jeffersonville, Ind., to inspect the officers' accounts and the affairs of that depot. Upon completion of this duty you will rejoin your station in this city. The travel enjoined is necessary to the public service.

Your attention is invited to inclosed copy of memorandum points, furnished by the Quartermaster-General and approved by the Secretary of War, in this connection.

I am, sir, very respectfully, your obedient servant,

R. C. DRUM,
Adjutant-General.

Maj. HENRY J. FARNSWORTH, *Inspector-General.*
(Through Inspector-General of the Army.)

Memorandum of General S. B. Holabird, Quartermaster-General, submitted to the Secretary of War.

Suggestions of matters at Jeffersonville, Ind., to which the attention of the inspecting officer might be specially directed.

(1) To investigate and report upon the condition and efficiency of the Jeffersonville Depot as such, and particularly as to the necessity or advantage of keeping it up, and as to the practicability and economy of reducing its expenditure to a minimum.

(2) Is there any necessity or any special advantage in keeping up a separate office in Louisville, Ky.?

(3) Muster the employés and verify the regular roll No. 1 as to its accuracy in regard to their employment, necessity therefor, and their

occupation. Whether they are used for any private or any unnecessary purpose.

(4) Is the accountability and its method safe and efficient?

(5) Are the business methods economical and in keeping with the best interests of the service?

(6) Are the duties and responsibilities duly and wisely distributed among the officers and employés?

(7) Report the number of public animals kept for draught or other purposes, whether they are necessary, and if any of them are used for private or unauthorized purposes.

(8) Are there any political partisans employed, and are any of the employés permitted to give their Government time to politics?

(9) Investigate especially the charges that E. H. Baldwin is an offensive partisan, and report upon his character and qualifications as a clerk and give the facts and an opinion of the charges in his case.

(10) Inquire into the character for efficiency of the new employés, and make such suggestions and recommendations generally as seem proper and pertinent to the subject after careful and thorough investigation of the affairs of the depot.

S. B. H.

WAR DEPARTMENT, INSPECTOR-GENERAL'S OFFICE,
Washington, D. C., April 12, 1888.

SIR: Under instructions contained in your letter of the 31st ultimo I have the honor to report that I made an inspection of the Jeffersonville depot of the Quartermaster's Department on the 7th, 8th, and 9th instant.

I did not inspect the money accounts of the officers there stationed, as I found Col. J. C. Breckinridge, inspector-general, had done so on the 24th ultimo.

I return herewith inclosed the memorandum points furnished by the Quartermaster-General, and answer the same categorically.

First. The condition and efficiency seems good considering the recent change of officers in charge. As the buildings are in good repair, considerable money having recently been expended upon them, and the location central, I see no good reason for breaking up the depot. The expenditures certainly should be reduced to a minimum if not already there. That matter can best be controlled by the Quartermaster-General.

Second. I can see no necessity for keeping up a separate office in Louisville, Ky. No duty is performed there except the preparation and payment of certain vouchers which can be as well done at Jeffersonville. If this change should be made, the following items of expense would be saved: Rent, telephone, considerable ferriage, services of one messenger, one office wagon, team, and driver. The only advantage, so far as I can see, in maintaining the office is to give an officer an excuse for living in Louisville.

Third. The employés, except cutters and other operatives employed in the manufacture of clothing, etc., who live remote from the depot, were mustered, and roll No. 1 verified and found correct. I could not find that any are used for private purposes.

Fourth. The accountability seems to be in pursuance of law, and therefore as safe and efficient as is contemplated.

Fifth. Less latitude should be given to certain clerks, superintendents, etc., to insure economy and the best interests of the service.

Sixth. In my opinion but one officer is necessary to the efficient discharge of the duties pertaining to the depot. The building is compact and secure. The duties and responsibilities of employés seem wisely distributed, with a few exceptions hereafter mentioned.

Seventh. There are seven horses and two mules on hand at the depot. Two horses are employed in conveying the officer who lives in Louisville to and from the depot in Jeffersonville. Two horses in conveying the two officers who live in Jeffersonville to and from the depot to their residences in that city. Three horses and two mules are employed in depot work, policing, etc. They seem to be necessary under the present state of affairs. I could not learn that they were used for private purposes further than as above stated. They are not branded "U. S." as the regulations require.

Eighth. The employés of the depot are about equally divided in numbers between the Democratic and Republican parties. They are required to be at their duties during hours and could not, therefore, devote Government time to politics.

Ninth. No one questioned would admit to me that E. H. Baldwin had been guilty during the present administration of offensive partisanship, his character is good, his qualifications fair, except that he is too slow for the position of property clerk. No charges in his case were submitted to me, I can not, therefore, report thereon. I do not recommend his discharge but think it would be well if he were transferred to some other field of service as he has been at the depot about sixteen years, in my belief too long.

Tenth. The character and efficiency of the old and new employés compare favorably so far as I can judge from personal observation, the reports of the officers under whom employed, and the report of citizens of the community in which they live.

L. A. Mann, inspector, has been at the depot twenty-one years. He is known to be an offensive partisan; for this and other reasons known to me, I recommend his removal.

Waldemar Wulff, fourth-class clerk, and J. E. Ryan, store-keeper, are reported to have violated the President's warning of July 14, 1886, in regard to obtrusive partisanship; I was unable to establish the fact.

Edward W. Hewitt, chief clerk of the depot, has been allowed to keep at the Government stables two and sometimes three private animals; it is charged that they have been fed, shod, and groomed at the expense of the United States. I believe the charge, although he denies it. He lives in Louisville, although his duties are at Jeffersonville. These animals are used to convey him between these places and are driven by a Government employé. He is accused of collusion with contractors, borrowing money from employés of the depot and failing to return the same under threat of having the complainant discharged. These allegations can only be established before a grand jury. He has been at the depot five years; has been allowed too much latitude and should, in the interests of the service, be removed.

Seth Tomlin, chief teamster, is a party to Hewitt's transactions, and is reported to have been in collusion with certain horse dealers and contractors. He has been at the depot ten years. The service would not suffer by his discharge.

There is serving at the depot a young man named D. A. Dean, who informed me that he had been kept at laborer's work and wages although he holds a civil-service examination certificate, showing him entitled to a \$900 clerkship. He informed me that he believed he was "kept down" because he had in some way incurred the displeasure of Hewitt and Tomlin. I share with him in this belief, and think him worthy of advancement.

Respectfully submitted.

H. J. FARNSWORTH,
Major Inspector-General.

The ADJUTANT-GENERAL, U. S. ARMY,
(Through the Inspector-General, U. S. Army.)

[Indorsements.]

WAR DEPARTMENT,
INSPECTOR-GENERAL'S OFFICE,
Washington, D. C., April 13, 1888.

Respectfully forwarded to the Adjutant-General, U. S. Army.

A. BAIRD,
Brigadier and Inspector General, Brevet Major-General, U. S. Army.

APRIL 17, 1888.

The within report is approved, and the recommendations of Maj. H. J. Farnsworth, inspector-general, will be carried out by the Quartermaster-General

WILLIAM C. ENDICOTT,
Secretary of War.

WAR DEPARTMENT,
QUARTERMASTER-GENERAL'S OFFICE,
Washington, D. C., April 19, 1888.

SIR: Pursuant to instructions of the honorable the Secretary of War, based upon the report of a recent inspection of the Jeffersonville Depot, and with the view to the reduction of the expenses of the depot

to a minimum, you are hereby instructed to discontinue the office at Louisville, Ky., and the expenses connected therewith, after the 30th instant.

Upon the same grounds you are also directed to discharge from the service the following employés, to take effect the 30th instant: Edward H. Hewitt, chief clerk; E. H. Baldwin, clerk; L. A. Mann, inspector; Seth Tomlin, chief teamster.

Very respectfully, your obedient servant,

S. B. HOLABIRD,
Quartermaster-General, U. S. Army.

Col. HENRY C. HODGES,
Deputy Quartermaster-General, U. S. Army,
Depot Quartermaster, Jeffersonville, Ind.

WAR DEPARTMENT,
QUARTERMASTER-GENERAL'S OFFICE,
Washington, D. C., October 15, 1888.

MAJOR: Will you kindly report briefly whether any changes have been made among the employés to make vacancies for political purposes, or whether vacancies have not arisen as ordinary casualties, or have been made for cause, as for inefficiency, etc.?

Also, please report whether any effort has been used to ascertain the politics of women and children. This information is required in order to meet all questions affecting changes made at Jeffersonville Depot under the present administration.

Very respectfully, your obedient servant,

S. B. HOLABIRD,
Quartermaster-General, U. S. Army.

Maj. A. G. ROBINSON,
Quartermaster, U. S. Army, in charge of the General Depot,
Quartermaster's Department, Jeffersonville, Ind.

[First indorsement.]

JEFFERSONVILLE DEPOT
OF THE QUARTERMASTER'S DEPARTMENT,
Jeffersonville, Ind., October 17, 1888.

Respectfully returned to the Quartermaster-General of the Army, Washington, D. C., with the information that I not only do not know, but can not trace, and do not believe that any employé has been discharged from this depot under the present administration by any officer on political grounds or to make vacancies for political purposes.

Vacancies have unquestionably originated solely from ordinary casualties, and discharges been made on ground of inefficiency or for other good reasons, irrespective of politics.

I am positively assured by Captain Barrett, and sincerely believe, that no attempt has been made to ascertain the politics of women and children or their relatives in connection with their employment in the clothing branch.

HENRY C. HODGES,
Deputy Quartermaster-General, U. S. Army, Depot Quartermaster,
By A. G. ROBINSON,
Major and Quartermaster, U. S. Army.

[Second indorsement.]

QUARTERMASTER-GENERAL'S OFFICE,
Washington, D. C., October 19, 1888.

A true copy of the report of the officer in charge of Jeffersonville depot, which is approved and respectfully furnished to the honorable the Secretary of War for his information.

S. B. HOLABIRD,
Quartermaster-General U. S. Army.

O

LETTER
FROM
THE SECRETARY OF WAR,

TRANSMITTING,

In response to Senate resolution of February 5, 1889, report upon the Soldiers' Home near Washington.

FEBRUARY 16, 1889.—Referred to the Committee on Appropriations and ordered to be printed.

WAR DEPARTMENT,
Washington City, February 15, 1889.

SIR: I have the honor to transmit to the United States Senate, in response to its resolution of the 5th instant, a report of the 18th instant from the president of the Board of Commissioners of the Soldiers' Home near this city, and accompanying statement of moneys received from the United States Treasury and from other sources for ten years, from the fourth quarter of 1878 to the end of the third quarter of 1888, under the provisions of section 7 of "An act to found a military asylum for the relief and support of invalid and disabled soldiers of the Army of the United States," approved March 3, 1851 (Sec. 7, chap. 25, 9 Stat., 596).

Very respectfully,

WILLIAM C. ENDICOTT,
Secretary of War.

The PRESIDENT PRO TEMPORE OF THE UNITED STATES SENATE.

THE SOLDIERS' HOME,
OFFICE OF THE BOARD OF COMMISSIONERS,
Washington, D. C., December 18, 1888.

SIR: I have the honor to return herewith the Senate resolution of December 5, 1888, which calls for—

The amount of payments made by the Treasury of the United States to the Soldiers' Home at Washington during each year of the last ten years on account of the sources of revenue provided in section 7 of chapter 25 of the laws of 1851, * * * and whether such sums, added to other sources of revenue available for the use of said Home, have been and are adequate for the maintenance of said Home; and if not, what additional amount is required for the purpose.

In response to the first part of the resolution I submit, with the approval and by the authority of the Commissioners, a statement prepared by the treasurer of the Home of the money received under the section mentioned in the resolution, the money received from all other sources, and the expenses of the Home during the period named. The annual re-

ports which have included the statement of the finances of the Home have been made for each year ending September 30, and the years for which this statement has been made are divided in the same way in order to avoid the delay which would occur in making up new exhibits for fiscal or calendar years.

The inquiry in the latter part of the resolution, whether the sums received under section 7 of the act of March 3, 1851, with other sources of revenue available, "have been and are adequate for the maintenance of said Home; and, if not, what additional amount is required for the purpose," must be answered by stating affirmatively that they have been and are adequate for the support of the Home, and no additional amount is required for the purpose. But this answer can only be made in a general way, and is justified by the fact that the Home has been supported and there has been a gradual increase of reserve fund in the whole time. But the answer does not meet the case. The items mentioned in the section cited in the resolution as appropriations from funds available at the time the law was passed, in exact amounts, can not, of course, be now considered as sources of revenue. The contribution of 25 cents per month from each soldier was changed by act of March 3, 1859, to be 12½ cents per month.

The sources of revenue now active and which correspond with those mentioned in section 7, act of March 3, 1851, are now embodied in sections 4818, and 4819, Revised Statutes. Of these the Home has never received in any one year the revenue legitimately due for that year from the "forfeitures on account of desertion," nor is there any year since the establishment of the Home for which the revenue from the same source has all been received at any time. The Treasury Department is now settling accounts and ascertaining what is due from that source for the period from April 12, 1861, to December 31, 1880, and the revenue paid to the Home therefrom belongs to that period when the accumulation was great and the expenses of the Home much less than they are now. As a reserve fund now becoming available this revenue very greatly increases the exhibit of receipts in the statement herewith. It is quite certain, although it can not be stated with exactness, that if it were not for this accumulation of past years, now being paid over, the revenue would not support the Home because in these later years the expenses of the Home have increased with the greatly increased number of inmates, while the revenue current with the time has been very much smaller because of the decreased numbers composing the Army.

In 1878-'79 the expenses exceeded the receipts nearly \$4,000. In 1879-'80 the deficiency was at one time so pressing that a temporary loan of \$10,000 and the sale of \$20,000 United States bonds were necessary, although subsequent receipts made a surplus of nearly \$7,000. In 1880-'81 the deficiency was more than \$23,000. In 1881-'82 the surplus was a little more than \$3,000. In the next year the permanent fund was created by act of March 3, 1883, into which all payments by the United States Treasury (then increased by larger settlements by additional clerical force provided for by the same act) were turned, and from which the Home thereafter drew the money for current expenses which in prior years had been paid directly to the Home by the Treasury. A new source of revenue was made with this permanent fund, viz, an interest at the rate of 3 per cent. per annum, payable quarterly by the Treasury to the treasurer of the Home.

The permanent fund September 30, 1888, amounted to \$1,793,898.86 and represented the accumulated surplus of past years which been invested in bonds amounting to about \$1,045,000, with the interest thereon, and about \$20,000 derived from the sale of property, and also the surplus

of settlements by the Treasury since the fund was started. These settlements represent the revenue for the current years and the accumulation derived from accounts pertaining to past years. The current revenue is believed to be not sufficient with the funds from "other sources of revenue" to maintain the Home, and the drafts from the permanent fund therefore take in, each time, a portion of that which comes from settlement of old accounts. This ought not to be. The amount due the Home from old accounts, if now in the permanent fund, would be a reserve that could be kept unbroken, and afford, by the interest rate upon it, with the revenue from current accounts and the money from "other sources of revenue," sufficient money to maintain the Home without any appropriation by Congress in future years.

Attempts have been made to ascertain by estimates the amount of money due the Home, and each estimate appears to be an increase over the last one. If a sum could be agreed upon, say \$2,750,000 to \$3,000,000, and that sum be credited to the permanent fund, not a dollar on account of the principal would necessarily be taken from the Treasury on account of the transaction, and the expense and interminable labor of overhauling the old accounts in the Treasury for the purpose of making payments to the Home would be ended. Thereafter the settlements and credits from current accounts under sections 4818 and 4819, Revised Statutes, the interest on the permanent fund, and the revenue from "other sources" would, it is believed, be sufficient to meet the current expenses of the Home from year to year.

I am, sir, very respectfully, your obedient servant,

J. M. SCHOFIELD,

*Major-General Commanding the Army,
President Board of Commissioners.*

The SECRETARY OF WAR.

Statement of receipts of money from the United States Treasurer, under section 7, chapter 25, act approved March, 1851, and from other sources, and disbursements of same by the United States Soldiers' Home, Washington, D. C., for ten years commencing with the third quarter of 1878, and ending with the third quarter 1888, in accordance with Senate resolution dated December 5, 1888.

RECEIPTS.

From—	Under section 7, chapter 25, act approved March, 1851.	From other sources.	Total.
Oct. 1, 1878, to Sept. 30, 1879	\$100,564.62	\$55,580.96	\$156,145.58
Oct. 1, 1879, to Sept. 30, 1880	108,515.78	67,366.16	¹ 175,881.94
Oct. 1, 1880, to Sept. 30, 1881	82,609.50	35,175.61	117,785.11
Oct. 1, 1881, to Sept. 30, 1882	88,719.18	57,232.95	² 145,952.13
Oct. 1, 1882, to Sept. 30, 1883	98,395.73	44,639.77	143,035.50
Oct. 1, 1883, to Sept. 30, 1884	140,608.39	38,508.48	179,116.87
Oct. 1, 1884, to Sept. 30, 1885	208,953.31	41,164.96	250,118.27
Oct. 1, 1885, to Sept. 30, 1886	136,020.00	58,756.17	194,776.17
Oct. 1, 1886, to Sept. 30, 1887	218,070.00	1,068,275.54	³ 1,286,345.54
Oct. 1, 1887, to Sept. 30, 1888	259,860.00	83,887.44	⁴ 343,747.44
Total receipts.....	1,442,316.51	1,550,588.04	2,992,904.55

¹ Year ending September 30, 1880, include \$10,000 borrowed from National Metropolitan Bank, Washington, and \$20,503.75 from sale of 4 per cent. United States bonds.

² Year ending September 30, 1882, they include \$20,000 borrowed from the National Metropolitan Bank, Washington, D. C.

³ Year ending September 30, 1887, they include \$9,000 from sale of 6 per cent. Missouri State bonds; 19,001 from sale of Harrodsburgh (Ky.) property; \$994,329.05 from sale of 4 per cent. United States Bonds (accounted for under disbursements).

⁴ Year ending September 30, 1888, they include \$31,000, derived from redemption of 6 per cent. Missouri State bonds (coupon).

Statement of receipts of money from the United States Treasurer, etc.—Continued.

DISBURSEMENTS.

From—	Amount.	Remarks.
		<i>Permanent fund U. S. Soldiers' Home, under section 8, act of March 3, 1883.</i>
Oct. 1, 1878, to Sept. 30, 1879.....	\$159,966.57	SEC. 8. That all funds of the Home not needed for current use * * * shall * * * be deposited in the Treasury of the United States to the credit of the Home as a permanent fund, and shall draw interest at the rate of 3 per cent. per annum.
Oct. 1, 1879, to Sept. 30, 1880.....	138,784.22	
Oct. 1, 1880, to Sept. 30, 1881.....	141,263.73	
Oct. 1, 1881, to Sept. 30, 1882.....	142,642.94	
Oct. 1, 1882, to Sept. 30, 1883.....	139,557.63	
Oct. 1, 1883, to Sept. 30, 1884.....	¹ 174,365.23	
Oct. 1, 1884, to Sept. 30, 1885.....	² 243,468.98	
Oct. 1, 1885, to Sept. 30, 1886.....	³ 193,920.88	
Oct. 16, 1886 to Sept. 30, 1887.....	⁴ 261,223.64	
Oct. 1, 1887, to Sept. 30, 1888.....	⁵ 994,329.05	
	⁵ 343,270.64	
Total disbursements.....	2,932,793.51	

¹ Year ending September 30, 1884, include \$10,600.78, deposited to the credit of the permanent fund derived as follows:

\$7,800, interest on 4 per cent. United States bonds.

\$1,200, interest on 6 per cent. Missouri State bonds.

\$1,173.78, interest on permanent fund.

\$427, rent of Harrodsburgh (Ky.) property for six months.

² Year ending September 30, 1885, they include \$65,546.41 payments on buildings.

³ Year ending September 30, 1886, they include \$12,000.48 and \$1,120 payments on buildings, and \$1,000 received from sale of land and re-deposited.

⁴ Year ending September 30, 1887, they include \$994,329.05, proceeds from sale of 4 per cent. bonds, \$9,000 from sale of 6 per cent. Missouri State bonds (coupon), \$19,001 from sale of Harrodsburgh (Ky.) property, all placed to the credit of permanent fund. \$60,255.55, payments on new buildings.

⁵ Year ending September 30, 1888, they include \$127,668.22, payments made on new buildings, and \$31,000 from 6 per cent. Missouri State bonds (coupon) redeemed and re-deposited.

Amounts placed to the credit of the permanent fund, U. S. Soldiers' Home on account of Treasury settlements March 3, 1883, to September 30, 1886, under section 8, account approved March 3, 1882.

Period.	Contributions, fines, etc.	Unclaimed moneys (effects of deceased soldiers).	Forfeitures on account of desertion.
Mar. 3, 1883, to Sept. 30, 1883.....	\$61,136.75	\$109,997.42	.....
Sept. 30, 1883, to Sept. 30, 1884.....	128,026.65	235,498.42	{ \$1,043.35
Sept. 30, 1884, to Sept. 30, 1885.....	122,528.91	43,470.06	{ 1,037.41
Sept. 30, 1885, to Sept. 30, 1886.....	74,630.64	1,620.69	{ 112,122.81
Sept. 30, 1886, to Sept. 30, 1887.....	170,835.32	3,162.59	{ 1,192.31
Sept. 30, 1887, to Sept. 30, 1888.....	188,444.11	.....	{ 141,157.47
	745,602.38	393,749.18	100,575.96
			226,716.82
			583,846.13

Amounts placed to credit of the Permanent fund, United States Soldiers' Home, on account of sales of bonds, property, etc., March 3, 1883, to September 30, 1888, under section 8, act approved March 31, 1882:

Date.	From what source.	Amount.
June, 1884	Interest deposited	\$9,427.00
Sept., 1884	do	1,173.78
Mar., 1886	Deposited by Major Rittenhouse*	1,000.00
Mar., 1887	Proceeds sale of United States bonds	994,329.05
Aug., 1887	Proceeds sale of Missouri State bonds	9,000.00
Sept., 1887	Proceeds sale of Harrodsburgh property	19,001.00
Jan., 1888	Proceeds sale of Missouri Pacific bonds	31,000.00
		1,064,930.83

* Cash received for .603 of an acre of ground sold to the Government for reservoir.

RECAPITULATION.

Received on account of Treasury settlement:		
Contribution, fines, etc.		\$745,602.38
Unclaimed moneys		393,749.18
Forfeitures on account desertions		583,846.13
		1,723,197.69
Received from sale of bonds, property, etc.		1,064,930.83
		2,788,128.52
Total receipts		
Withdrawn from fund during same period		994,229.66
		1,793,898.86
Balance to credit of Permanent Fund, September 30, 1888		

L E T T E R
FROM
THE SECRETARY OF THE TREASURY,

TRANSMITTING

An estimate for appropriation for certain surveys.

FEBRUARY 16, 1889.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
February 14, 1889.

SIR: I have the honor to transmit herewith, for the consideration of Congress, copy of a letter from the Secretary of War of the 13th instant, submitting an estimate for an appropriation of \$10,000 for surveys and reconnaissance in military divisions and departments for the fiscal year ending June 30, 1890; being additional to the estimate for this object submitted on page 224 of the Book of Estimates for 1890.

Respectfully, yours,

C. S. FAIRCHILD,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

WAR DEPARTMENT,
Washington City, February 13, 1889.

SIR: I have the honor to inclose, for transmission to Congress, duplicate copies of a letter of the 11th instant from the Chief of Engineers, submitting an estimate for reprinting the war maps heretofore published by his office.

Please have one copy of this estimate transmitted to the United States Senate, for the information of the Committee on Appropriations, immediately.

Very respectfully,

WILLIAM C. ENDICOTT,
Secretary of War.

The SECRETARY OF THE TREASURY.

APPROPRIATION FOR CERTAIN SURVEYS.

OFFICE OF THE CHIEF OF ENGINEERS,
UNITED STATES ARMY,
Washington, D. C., February 11, 1889.

SIR: The demand for the war maps heretofore published by this office is so great it has become necessary to ask an appropriation for reprinting the same.

Seventy-four war maps have been furnished, but the stock is so far exhausted that only some twenty-six can now be supplied, and of these the Gettysburgh series are nearly exhausted for the want of paper.

To reprint a thousand copies of the series, and the same number of the series of Chickamauga, now being compiled, will require an appropriation of \$10,000, and I have the honor to request that this estimate may be transmitted to the Committee on Appropriations of the Senate.

If the appropriation is made it should be available until expended.

Very respectfully, your obedient servant,

THOS. LINCOLN CASEY,
Brig. Gen., Chief of Engineers.

Hon. WILLIAM C. ENDICOTT,
Secretary of War.

Estimates of appropriations required for the service of the fiscal year ending June 30, 1890.

Surveys and reconnaissance in military divisions and departments: For additional amount required for publication of war maps for use of the War Department (submitted) \$10,000

NOTE.—This amount is in addition to that asked for on page 224 of the Book of Estimates for 1890. (See letter of Chief of Engineers herewith).

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING,

In response to Senate resolution of January 31, 1889, report of money received from captured and abandoned property.

FEBRUARY 16, 1889.—Referred to the Committee on Claims and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, D. C., February 14, 1889.

SIR: This Department is in receipt of the following resolution of the Senate, dated January 31, 1889:

Resolved, That the Secretary of the Treasury be directed to furnish to the Senate a statement showing the total gross amount of the proceeds in money of cotton and other property which were received into the Treasury or by Treasury officials under the so-called captured and abandoned property acts; and the total gross amount of such proceeds which have been restored to claimants or otherwise paid out from the Treasury under authority of the Secretary of the Treasury, or upon judgments of the Court of Claims; together with an estimate, if it be practicable to make one, of the total gross amount of claims now pending for the recovery of portions of the proceeds aforesaid.

In response thereto I have the honor to report that on May 11, 1868, the Secretary of the Treasury transmitted to the President of the Senate a statement showing the entire receipts and disbursements of agents of the Treasury Department and others, on account of captured and abandoned property, and the disposition of the net proceeds of such property, which statement, marked E, was published in Senate Executive Document No. 56, Fortieth Congress, second session, pages 52 and 53. As appears from this statement, the total gross amount of the proceeds in money of cotton and other property which was received into the Treasury, or by Treasury officials, under the so-called captured and abandoned property act, at the date of said statement, was \$34,396,189.95.

That, as appears from said statement, after deducting all disbursements for expenses, etc., the total amount covered into the Treasury arising from cotton and other captured and abandoned property, including the sum of \$2,571,090.25, premium on coin proceeds of cotton captured at Savannah, Charleston, and Mobile, was \$25,257,931.62.

That there has been since received and covered into the Treasury under the head of "receipts from captured and abandoned property," the sum of \$1,630,038.59.

2 MONEY RECEIVED FROM CAPTURED AND ABANDONED PROPERTY.

Making the total amount covered in the Treasury, as the proceeds of captured and abandoned property, to date, \$26,887,970.21.

As appears by the report of the Secretary of the Treasury to the Speaker of the House of Representatives, under date of February 18, 1874, published as Executive Document No. 146, House of Representatives, Forty-third Congress, first session, there is included in the amount so covered into the Treasury the sum of \$2,465,833.69, being the return of the amount expended for purchase of products under section 8 of the act of July 2, 1864, and also the sum of \$3,441,548.09, being the profits to the Government arising from the purchase and resale of such products.

From the amount so covered into the Treasury, the following payments have been made:

On judgments awarded by the Court of Claims under the act of March 12, 1863.....	\$9,852,956.95
On judgments against Treasury agents under the act of July 27, 1868 (15 Stats., 243).....	65,276.79
Disbursed as expenses under section 3, joint resolution of March 30, 1868, and subsequent acts	242,140.34
Paid under special relief acts of Congress	256,766.82
On claims allowed by the Secretary of the Treasury under section 5, act of May 18, 1872	195,896.21
Total.....	10,613,037.11

The total amount embraced in the claims now pending for the recovery of portions of the proceeds of captured and abandoned property, as near as can be ascertained, is \$382,770.

Respectfully, yours,

C. S. FAIRCHILD,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.



LETTER
FROM
THE ATTORNEY-GENERAL,
IN RESPONSE

*To Senate resolution of February 15, 1889, relative to deputy marshals under
W. H. Bunn.*

FEBRUARY 16, 1889.—Laid on the table and ordered to be printed.

DEPARTMENT OF JUSTICE,
Washington, February 15, 1889.

SIR: I have the honor to acknowledge the receipt of the resolution of the Senate of the 15th instant, directing me to transmit a list of the general deputy marshals appointed during the last six months by Walter H. Bunn, marshal for the northern district of New York, and to say that the Department is not in possession of the information necessary to reply to this resolution, but that I have to-day instructed Marshal Bunn to furnish the Department with this information at once. When this is done I will reply to the resolution without delay.

Very respectfully,

A. H. GARLAND,
Attorney-General.

The PRESIDENT PRO TEMPORE OF THE SENATE.



LETTER

FROM

THE SECRETARY OF THE NAVY,

TRANSMITTING,

In response to resolution of the Senate of January 29, 1889, report of damage, by accident, to the cruiser Baltimore.

FEBRUARY 16, 1889.—Referred to the Committee on Naval Affairs and ordered to be printed.

NAVY DEPARTMENT,
Washington, February 14, 1889.

SIR: In compliance with the resolution passed by the Senate on the 29th ultimo, directing the Secretary of the Navy "to transmit to the Senate a statement of the nature and extent of the recent accident to the stern of the cruiser *Baltimore*, describing the damaged parts, and any method that has been adopted for repairing the same, together with an account of the cause of the accident," I have the honor to state that in October last, soon after the *Baltimore* had been launched from the ship-yard of William Cramp & Sons, Philadelphia, Pa., and while she was lying at one of their wharves, her rudder was fouled by a barge loaded with coal, the effect of which was to force the rudder around to an angle with the line of the keel and to carry away one of the projections cast on the stern-post to serve as a rudder-stop, slightly cracking the post. The damage caused by the collision was repaired by the contractors, Cramp & Sons, at their own expense, and in accordance with a plan approved by the Chief of the Bureau of Construction and Repair.

The inclosed copy of a communication from the Chief of the Bureau of Construction and Repair, together with copies of the correspondence and drawings accompanying the same, affords full information as to the method adopted for repairing the injury referred to.

Very respectfully,

W. C. WHITNEY,
Secretary of the Navy.

Hon. JOHN J. INGALLS,
President pro tempore of the Senate.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, D. C., February 8, 1889.

SIR: Referring to the Department's letter of the 31st ultimo, transmitting a copy of a resolution passed by the Senate on the 26th ultimo,

requesting certain information respecting the recent accident to the stern of the *Baltimore*, and requesting that this Bureau furnish the Department with the information required to answer it, the Bureau has the honor to forward herewith copies of all the correspondence relating to the subject, together with two blue prints exhibiting the defect and the method of remedying it.

Very respectfully,

T. D. WILSON,
Chief Constructor, U. S. Navy, Chief of Bureau.

Hon. W. C. WHITNEY,
Secretary of the Navy.

THE WILLIAM CRAMP & SONS SHIP AND ENGINE BUILDING COMPANY,
Philadelphia, October 11, 1888.

SIR: Referring to the examination of the damage to the stern post of cruiser No. 3, *Baltimore*, caused by a canal-boat coming in contact, made this day at the Dry Dock in the presence of Naval Constructors Hichborn, Nixon, and yourself.

We inclose a drawing to indicate the manner by which we propose to render the whole matter secure beyond doubt.

As the vessel is now occupying the dock and will necessarily entail considerable expense an early decision is urgently requested.

This change will not involve any additional expense to the Government.

Very respectfully,

THE WILLIAM CRAMP & SONS SHIP AND ENGINE BUILDING COMPANY,
CHAS. H. CRAMP, *President.*

Assistant Naval Constructor J. F. HANSCOM, U. S. N.,
Superintending Constructor, Philadelphia.

OFFICE OF SUPERINTENDING CONSTRUCTOR, WM. CRAMP & SONS,
Philadelphia, Pa., October 12, 1888.

SIR: Please find herewith letter and tracing from Messrs. Cramp & Sons relative to repairing the damage done to the stern-post of the U. S. S. *Baltimore* (Cruiser No. 3).

I am of the opinion that the method proposed will render this part of the hull as strong as it was originally.

Very respectfully, your obedient servant,

J. F. HANSCOM,
*Assistant Naval Constructor, U. S. Navy,
Superintending Constructor.*

Chief Constructor T. D. WILSON, U. S. Navy,
*Chief of Bureau of Construction and Repair,
Navy Department, Washington, D. C.*

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, D. C., October 15, 1888.

SIR: Referring to your letter of the 12th instant, with inclosed letter and tracing from the contractors, relative to repairing the damage done to the stern-post of the *Baltimore*, you are informed that the method proposed by the contractors is approved; the Government to be at no expense thereby.

Very respectfully,

T. D. WILSON,
Chief Constructor, U. S. Navy, Chief of Bureau.

JOHN F. HANSCOM, U. S. Navy,
Superintending Constructor, W. Cramp & Sons, Philadelphia, Pa.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, D. C., October 15, 1888.

GENTLEMEN: The method suggested in your letter of the 11th instant with plan, to Superintending Constructor Hanscom, for repairing the damage done to the stern-post of the *Baltimore*, forwarded by Mr. Hanscom to the Bureau with recommendation, is approved by the Bureau; the Government to be at no expense for the same.

Very respectfully,

T. D. WILSON,
Chief Constructor, U. S. Navy, Chief of Bureau.

Messrs. W. CRAMP & SONS,
Philadelphia, Pa.

OFFICE OF SUPERINTENDING CONSTRUCTOR, WM. CRAMP & SONS,
Philadelphia, Pa., October 23, 1888.

SIR: I have to report that the repairs to the stern-post of the U. S. S. *Baltimore* (Cruiser No. 3) have been completed, in accordance with approved plan, and the vessel has been floated to-day.

Very respectfully, your obedient servant,

J. F. HANSCOM,
*Assistant Naval Constructor, U. S. Navy,
Superintending Constructor.*

Chief Constructor T. D. WILSON, U. S. Navy,
*Chief of Bureau of Construction and Repair,
Navy Department, Washington, D. C.*

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, D. C., October 24, 1888.

SIR: Referring to the damage to the stern-post of the *Baltimore*, caused by a canal-boat coming in contact with it, an examination of the vessel was made by Naval Constructor Philip Hichborn and Assistant Naval Constructors J. F. Hanscom and Lewis Nixon, and a plan was forwarded to the Bureau showing the rudder stop as broken off and the slight cracks made in the post in consequence, together with the method proposed to strengthen the post (see blue print inclosed), thus making it as strong as, or even stronger than, before the accident. The contractors offered to do this work at their own expense, which the Bureau authorized.

The superintending constructor notified the Bureau, under date of the 23d instant, that the repairs have been completed, and the vessel taken out of dock.

I am, sir, very respectfully,

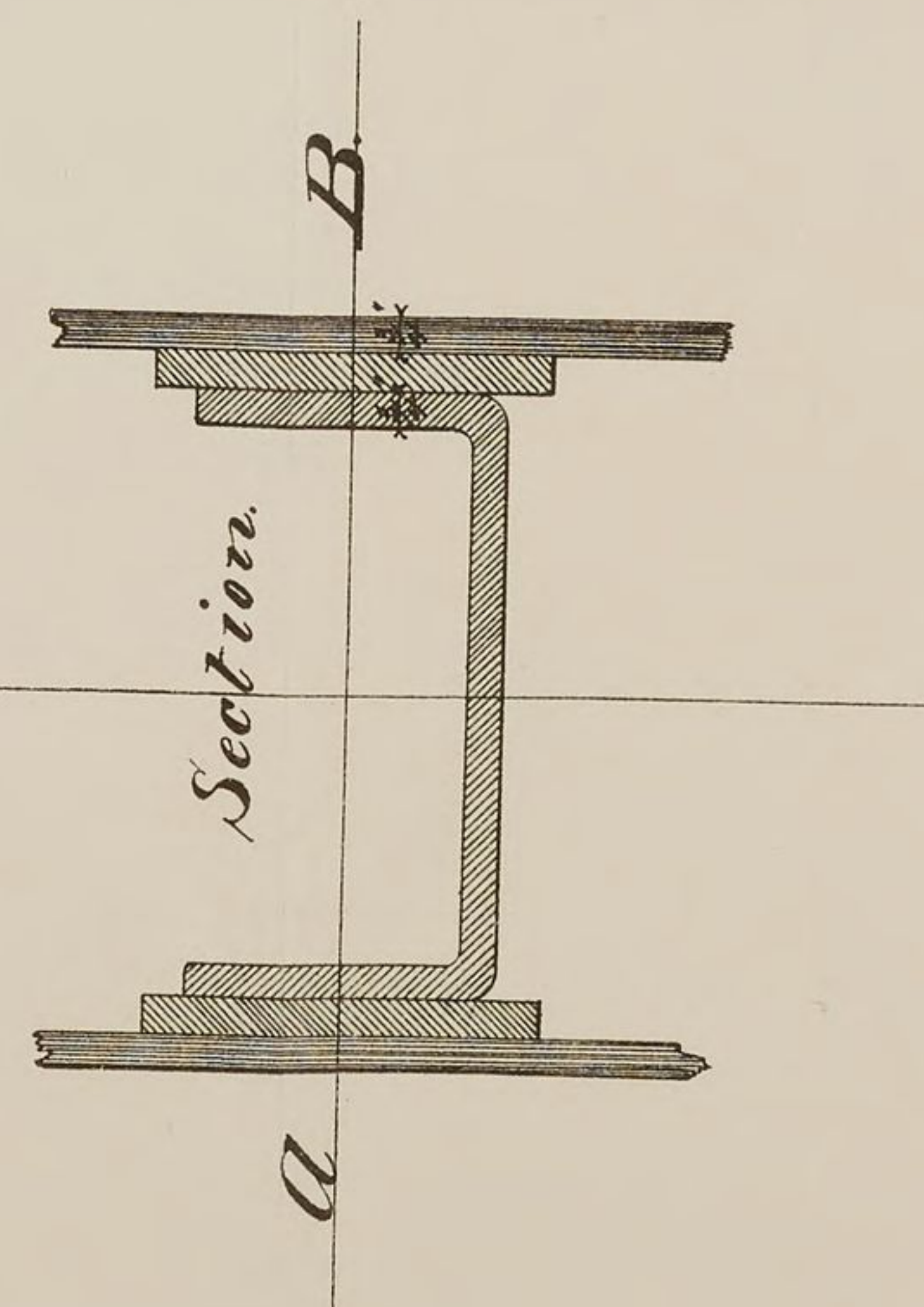
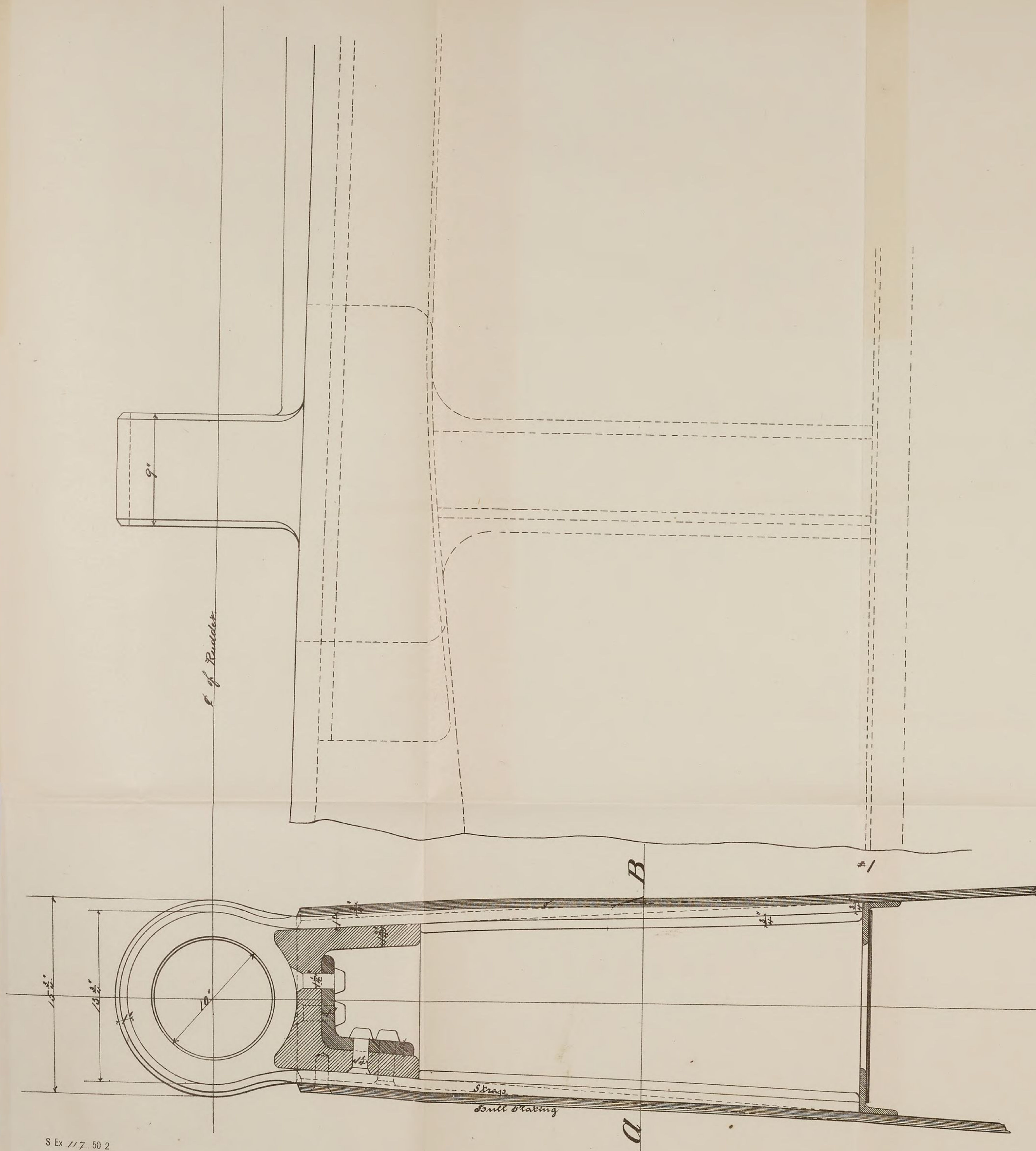
T. D. WILSON,
Chief Constructor, U. S. Navy, Chief of Bureau.

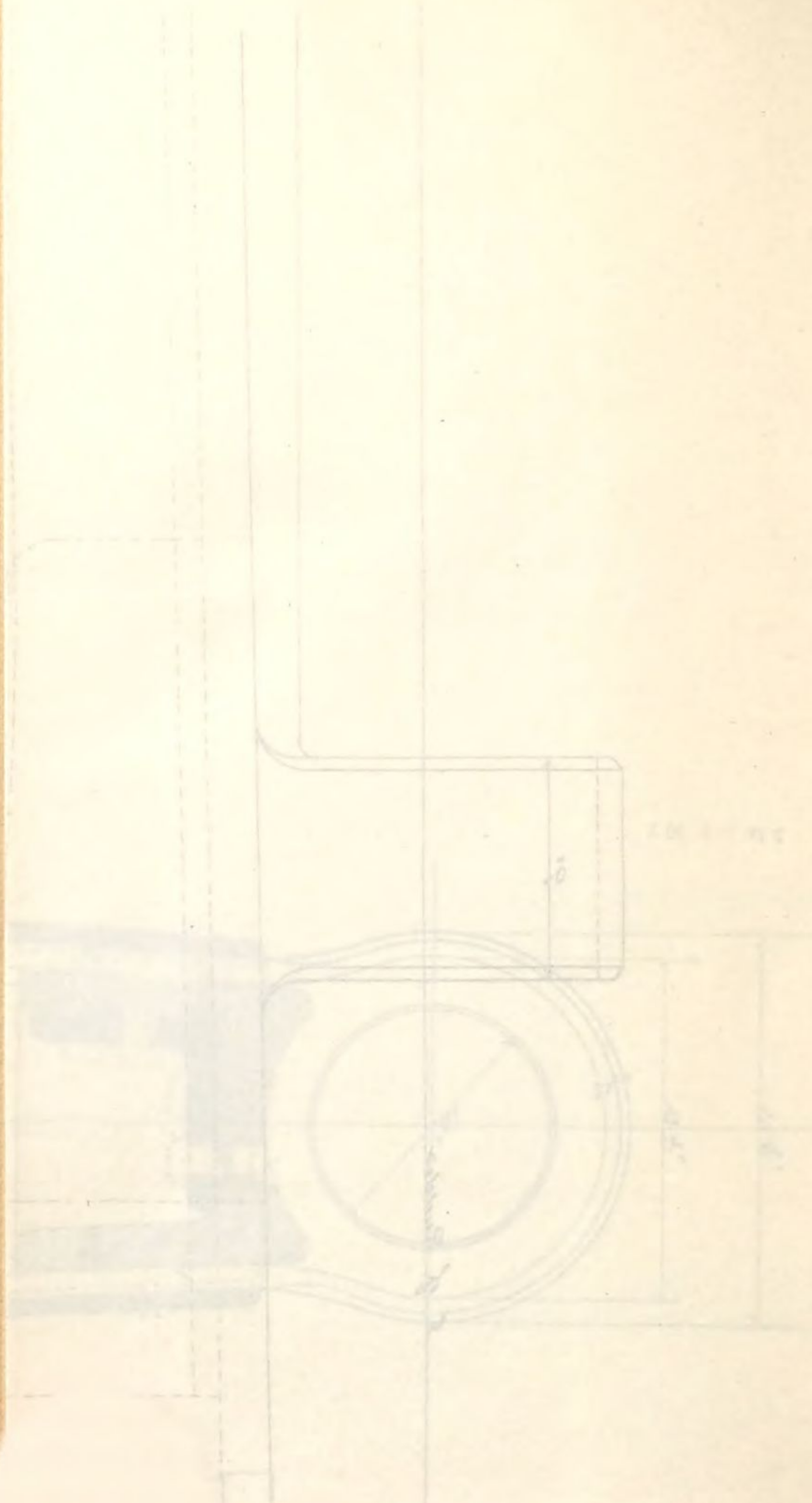
Hon. W. C. WHITNEY,
Secretary of the Navy.

C

No. 26
 U. S. S.
 "Baltimore"
 Proposed method of repairing
 fracture to Stern Post.
 Scale 3" = two feet.

Plan approved:
 per letter of Oct. 15, 1888
 No. 3319.

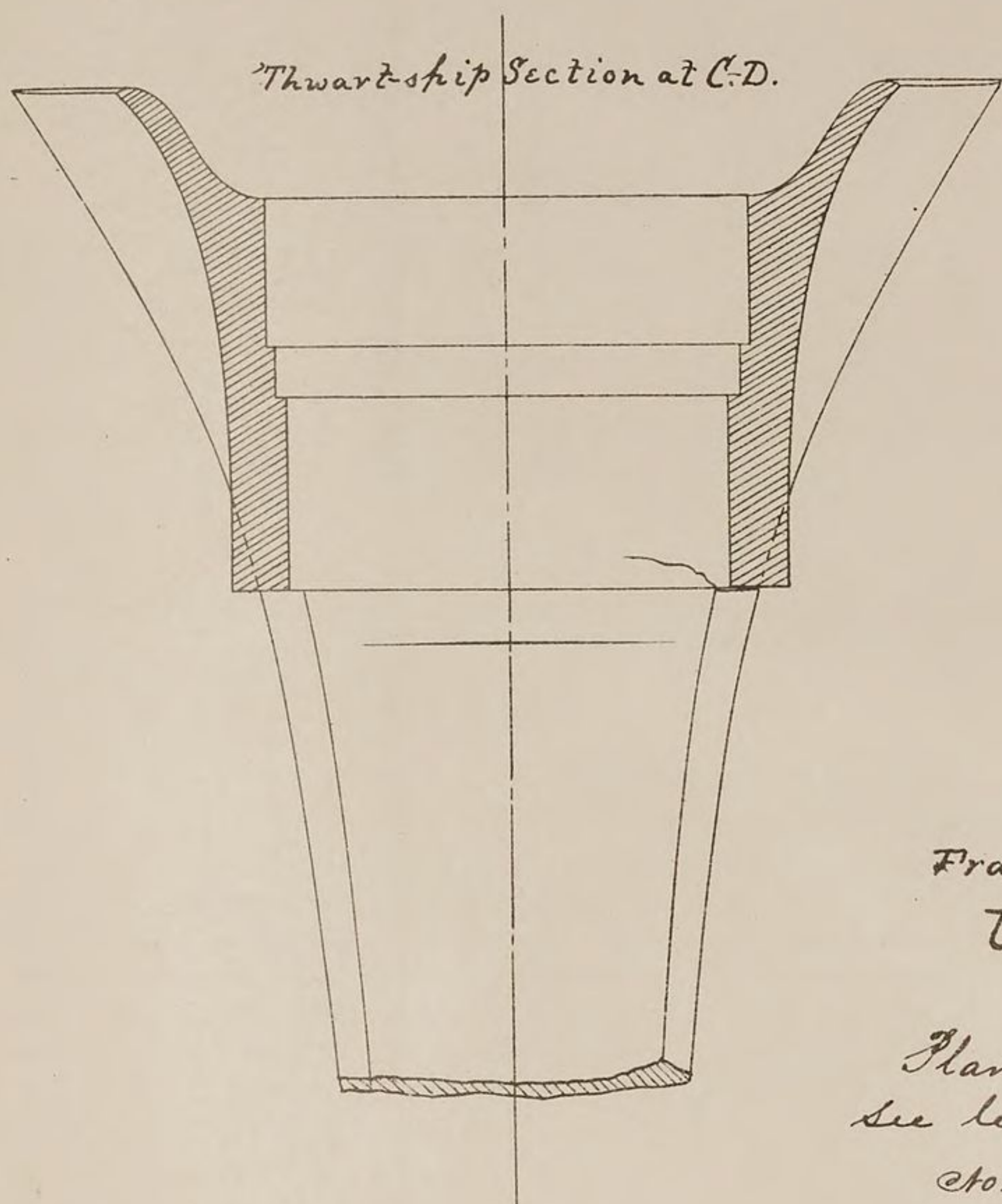




200 4-11-15

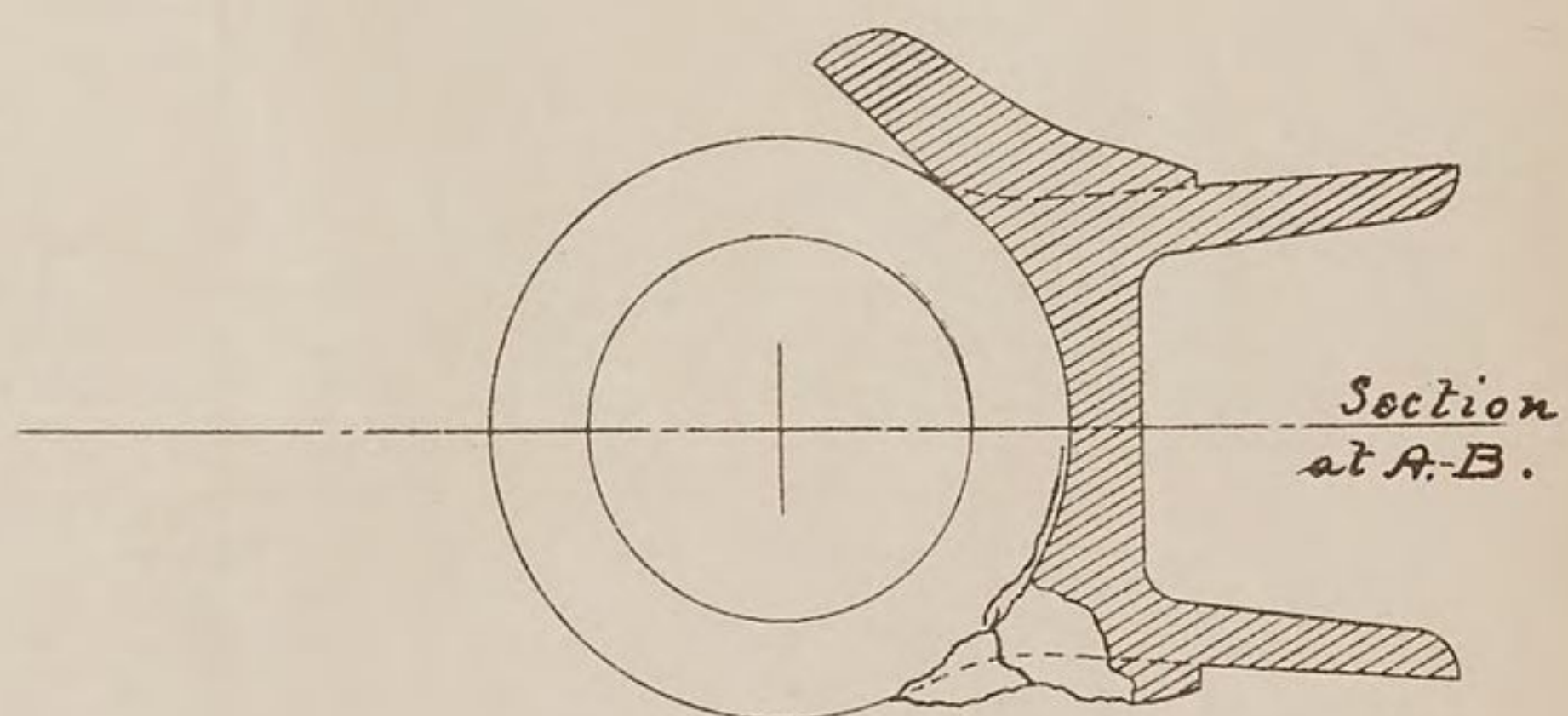
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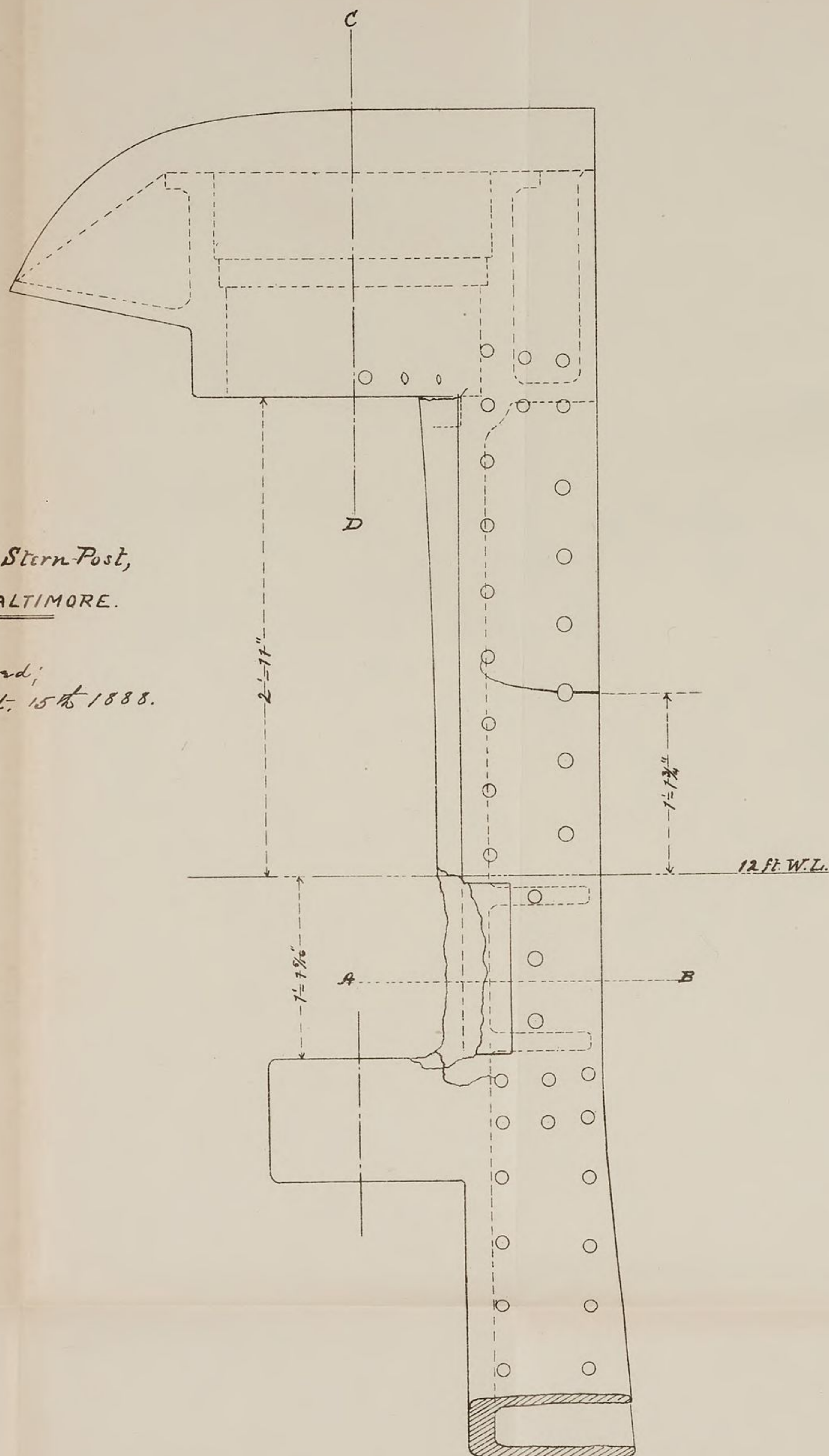


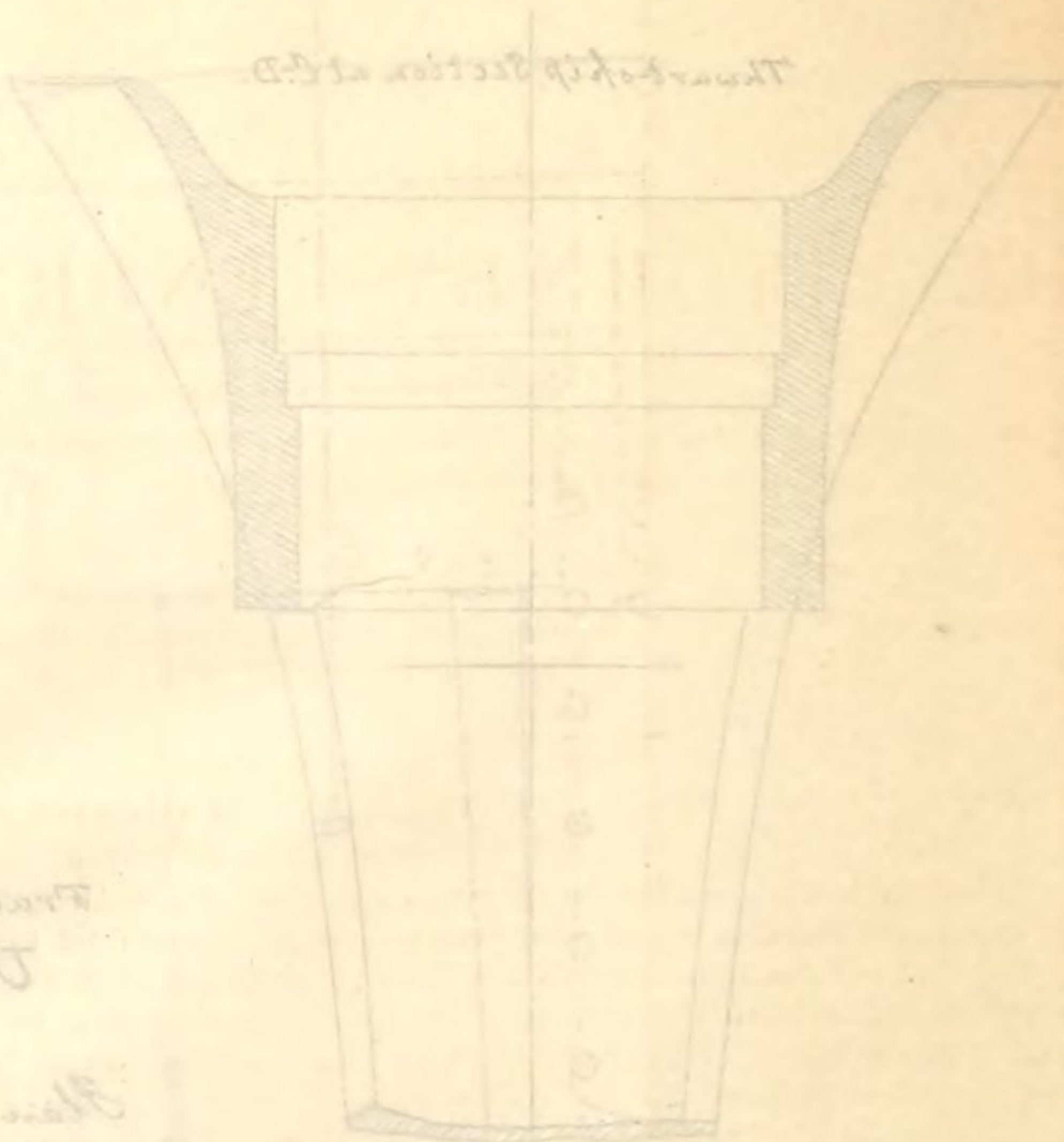
Fractures in Stern Post,
U.S.S. BALTIMORE.

Plan Appraisal;
See letter of Oct. 15th 1888.
No. 3319.



Scale, 1 inch = 1 foot.

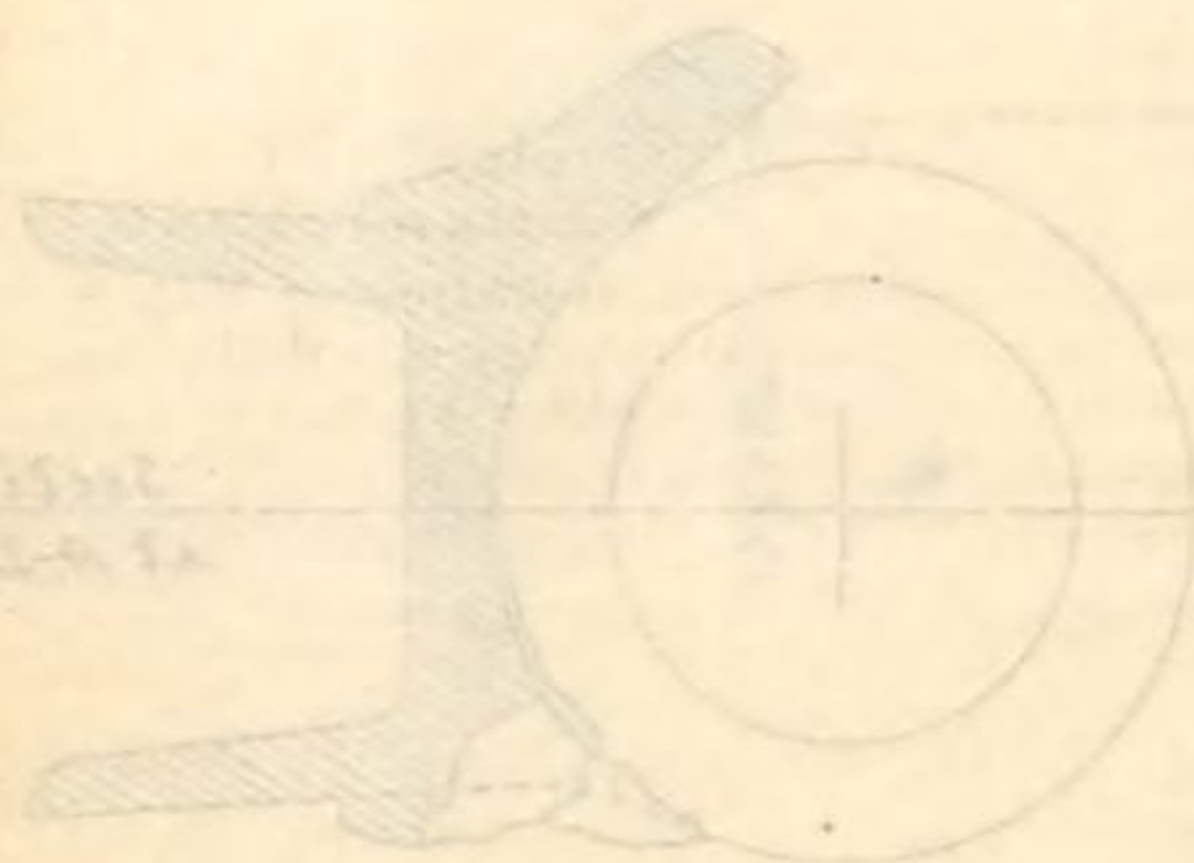




Section A-A

Fracture in
V. 2. 2. 2.

Blow
the face of
the
oil



Section
A-A

Scale 1 inch = 1 foot

LETTER

FROM

THE ATTORNEY-GENERAL,

TRANSMITTING,

In response to Senate resolution of February 15, 1889, report relative to certain deputy marshals in New York.

FEBRUARY 26, 1889.—Referred to the Select Committee to investigate the operations of the Civil Service and ordered to be printed.

DEPARTMENT OF JUSTICE,
Washington, February 25, 1889.

SIR: In reply to the resolution of the Senate of the 15th instant, directing me to transmit a list of the general deputy marshals appointed during the last six months by Walter H. Bunn, marshal of the United States for the northern district of New York, in response to which I informed you on the 15th instant that I would communicate with Mr. Bunn at once and request the list be furnished me without delay, I now have the honor to transmit a copy of a letter just received from Marshal Bunn containing the information called for,

Very respectfully,

A. H. GARLAND,
Attorney-General.

The PRESIDENT PRO TEMPORE OF THE SENATE.

COOPERSTOWN, N. Y.,
February 23, 1889.

SIR: I have the honor to acknowledge receipt of your communication of 15th instant, inclosing resolution of the Senate relative to "general deputy marshals" appointed by me "during the last six months," and to report the following list of such appointees, with the residence and date of appointment of each:

Herbert J. Woodworth, Mechanicsville, October 25.
Michael McGinnis, Canton, November 2.
Patrick Kelly, Greenbush, November 2.
Thomas Jordan, Greenbush, November 2.
William Boyland, Greenbush, November 2.
Dennis J. Vaughn, Greenbush, November 2.
John Marion, Waterford, November 2.
William Riley, Lansingburgh, November 2.
Robert Fralon, Lansingburgh, November 2.
Alex. Gillespie, Lansingburgh, November 2.
James Hickey, Lansingburgh, November 2.
John Hunter, Lansingburgh, November 2.
William J. O'Neil, Lansingburgh, November 2.
James Morgan, Lansingburgh, November 2.

Thomas Kennedy, Lansingburgh, November 2.
 Clarence M. Burroughs, Jamestown, November 3.
 Frank B. Field, Jamestown, November 3.
 Benjamin W. Cook, Jamestown, November 3.
 D. L. Dewey, Jamestown, November 3.
 Charles D. Parker, Jamestown, November 3.
 Martin Lyon, Middle Granville, November 2.
 Frank Pechet, Whitehall, November 2.
 James Geryon, Whitehall, November 2.
 Lewis R. Bartholomew, Whitehall, November 2.
 Julie B. Benjamin, Whitehall, November 2.
 Thomas Walker, Whitehall, November 2.
 Joseph Wilson, Whitehall, November 2.
 Joseph Green, Granville, November 2.
 Ellis Williams, Granville, November 2.
 M. J. Bennett, Fort Edward, November 2.
 Mina DeForest, Gloversville, November 2.
 Aleck Moore, Gloversville, November 2.
 Elias Van Valkenburgh, Gloversville, November 2.
 Caleb W. Johnson, Gloversville, November 2.
 Giles Vroman, Gloversville, November 2.
 Richard Rider, Gloversville, November 2.
 George E. Johns, Johnstown, November 2.
 David Robertson, Cambridge, November 2.
 John T. Cothran, Greenwich, November 2.
 O. N. Marron, jr., Port Henry, November 2.
 John W. Carr, Port Henry, November 2.
 Volney R. Broughton, Port Henry, November 2.
 Dennis Clune, Port Henry, November 2.
 John Smith, Ogdensburgh, November 2.
 Michael Connelly, Ogdensburgh, November 2.
 Patrick Lally, Ogdensburgh, November 2.
 William Corry, Ogdensburgh, November 2.
 Albert L. Arnold, Herkimer, November 2.
 Samuel G. Myers, Herkimer, November 2.
 James C. Mabbitt, Herkimer, November 2.
 Michael P. Quirk, Dunkirk, November 2.
 John Jordan, Dunkirk, November 2.
 Michael P. Tuomey, Dunkirk, November 2.
 Michael Weiss, Dunkirk, November 2.
 Thomas Dailey, Chateaugay, November 2.

The oaths of office of each of said deputies were, as I am informed and believe, duly taken and filed in the office of the clerk of the circuit court, at Utica, N. Y.

I beg leave to submit for your information, briefly, the reasons why aforesaid appointments were made.

During the two weeks preceding the last Congressional election, I received a large number of communications from prominent citizens of counties of this State upon the northern, eastern, and southern borders, and within my district, calling my attention to the fact that large numbers of men from other States, having no apparent business or occupation, had appeared in said counties, and it was feared were being colonized therein and in the interior counties, for the purpose and with the design of voting at the ensuing election. The appointment of deputy marshals was prayed for, and in many cases demanded as the most efficient means to prevent such corrupt and unlawful voting if attempted. In some localities I was officially called upon to prevent alleged intimidation of workmen by their employers.

I made appointments where the circumstances seemed to justify and require such action, and as bearing upon my motives in the performance of this duty I submit closing words of instruction in three cases.

"Take care that an honest election is had in your city, that no fraud, bribery, or intimidation is allowed."

"It is your duty to prevent intimidation by employers, or any other corrupt device, to control the election in your city."

"Be firm in the performance of your duty. The power of this office will be, so far as in me lies, exerted to secure a fair and honest election."

Very respectfully,

WALTER H. BUNN,
United States Marshal.

Hon. AUGUSTUS H. GARLAND,
Attorney-General, Washington, D. C.

LETTER
FROM
THE SECRETARY OF WAR,
TRANSMITTING,

In reply to Senate resolution of February 8, 1889, report upon the relocation of Fort Omaha.

FEBRUARY 18, 1889.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT,
Washington City, February 15, 1889.

SIR: In reply to the resolution of the Senate dated the 8th instant, calling for all the correspondence and reports pertaining to the relocation of Fort Omaha, Nebr., and for an expression of my opinion in regard to the matter, I have the honor to state that the act of Congress approved July 23, 1888, authorizes the purchase of not more than 640 acres of land situated within 10 miles of the city limits, at a price not to exceed \$66,666.67.

Generals Schofield, Crook, and Brooke recommend the purchase of 900 acres of land south of Omaha, a portion of which will cost \$225 per acre, and the total cost for the 900 acres would be about \$166,000. This ground is situated 10 miles from the Omaha post-office. It can only be supplied with water by the City Water Company, which proposes to furnish water at meter rates. The cost for water, judging from the charges made at Fort Omaha, might amount to \$8,000 per annum in addition to the cost of 5 miles of pipe, estimated at \$32,000. I do not recommend the purchase of this site, and in my opinion it will be better to purchase ground at a greater distance from Omaha, where land is not held at so high a price and where good water may be had in abundance without the payment of a large annual tax.

I inclose copies of the following papers, which will, it is believed, furnish all the information called for:

(1) Abstract of bids received in response to the advertisement under authority of the act approved July 23, 1888.

(2) Report of the major-general commanding the Army, dated the 11th instant.

(3) Report of the commanding general Department of the Platte.

(4) Tracing showing the land owned by Mr. H. T. Clarke, which is recommended by the department commander to be purchased.

(5) Abstract of offers received for the sale of land in the State of Iowa, all of the land covered thereby being reported by the commanding general Department of the Platte as not suitable for a military post,

(6) The recommendation of the commanding general Division of the Missouri.

Very respectfully,

WILLIAM C. ENDICOTT,
Secretary of War.

The PRESIDENT PRO TEMPORE OF THE UNITED STATES SENATE.

GENERAL ORDERS, }
No. 60.

HEADQUARTERS OF THE ARMY,
ADJUTANT-GENERAL'S OFFICE,
Washington, August 4, 1888.

The following act of Congress is published for the information and government of all concerned:

An act to provide for the sale of the site at Fort Omaha, Nebraska, the sale or removal of the improvements thereof, and for a new site and the construction of suitable buildings thereon.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of War is hereby authorized to sell the military reservation known as Fort Omaha, near the city of Omaha, in the State of Nebraska, and such of the buildings and improvements thereon as can not be economically removed to the new site herein provided for. In disposing of said property the Secretary of War shall cause the grounds to be platted in blocks, streets, and alleys, if in his judgment it would, inure to the benefit of the Government in making sale of said site, having the reference to the requirements of the houses and buildings located on said grounds, in such cases as they may be sold with the ground. The Secretary of War shall also cause the lots, lands, and buildings to be appraised and sold at public or private sale, at not less than the appraised value, having first been offered at public sale. The expense of advertising, appraisement, survey, and sale shall be paid out of the proceeds of said sale, and the balance paid into the Treasury of the United States.

SEC. 2. That the Secretary of War is authorized and shall purchase suitable grounds of not less than three hundred and twenty nor more than six hundred and forty acres in extent, to be situate within a distance of ten miles of the limits of said city of Omaha, in the State of Nebraska, and construct thereon the necessary buildings, with appurtenances, sufficient for a ten-company military post, to be known as Fort Omaha, in accordance with estimates to be prepared by the War Department; and a sufficient sum of money, not exceeding two hundred thousand dollars, is hereby appropriated, out of any money in the Treasury not otherwise appropriated, to enable the Secretary of War to comply with the provisions of this act: *Provided*, That the title to the lands authorized to be purchased under the second section of this act shall be approved by the Attorney-General: *And provided further*, That not more than one-third of said sum shall be expended in the purchase of a site; and the whole expenditure for site and improvement shall not exceed the sum of two hundred thousand dollars.

SEC. 3. That section one of this act shall be of effect when the purchase of a new site provided for in section two shall have been effected.

Approved, July 23, 1888.

By command of General Sheridan.

R. C. DRUM,
Adjutant-General.

Official:

_____,
Assistant Adjutant-General.

Abstract of bids received for the sale of land for the site of Fort Omaha, Nebr., under the act of Congress approved July 23, 1888, opened at 2.30 p. m. September 17, 1888, by General R. Macfeely, Acting Secretary of War, in the presence of General S. B. Holabird, Quartermaster-General U. S. Army, and Mr. John Tweedale, Chief Clerk War Department.

No. of bid.	Name of bidder.	Parcels of land marked.	Number of acres offered.	Price per acre.	Price for total No. of acres.
1	Thomas Swift .....	.....	400	.....	\$50,000.00
2	Jurgen Claussen .....	.....	160	\$100.00	16,000.00
3	Hamilton Martin .....	.....	450	.....	.....
4	James E. Boyd .....	.....	480	.....	48,000.00
5	B. P. Knight .....	.....	355 $\frac{1}{2}$	100.00	35,550.00
6	Barton & Nichols .....	.....	545 $\frac{69}{100}$	.....	54,569.00
7	Martin House, and Jacob Elton, and Julia E. and James E. Vandercook .....	.....	480 $\frac{35}{100}$	120.00	57,642.00
8	John L., Campbell D., Clara E., and Malcolm P. Brown and Jennie A. Forsyth *	}	440	150.00	66,000.00
9	Lucien Woodworth		320	150.00	48,000.00
10	John H. Cryer .....	.....	320	85.00	27,200.00
11	Charles Abernethy, agent for Mrs. Gans .....	.....	628 $\frac{48}{100}$	100.00	62,848.00
12	Plattsmouth Land Improvement Company, by O. H. Ballou, president .....	.....	.....	100.00	.....
13	W. W. Lowe .....	.....	323	.....	40,000.00
14	Hans Beekman .....	.....	477 $\frac{23}{100}$	97.00	46,291.31
15	do .....	.....	557 $\frac{23}{100}$	95.00	52,936.85
16	H. T. Clarke .....	.....	432	100.00	43,200.00
		A. M.	158	50.00	7,900.00
		S.	.....	150.00	.....
		W. E.	.....	100.00	.....
		E.	.....	100.00	.....
		Z.	.....	120.00	.....
		H. Z.	.....	175.00	.....
		P.	.....	225.00	.....
		C.	.....	145.00	.....
		B.	.....	145.00	.....
		W.	.....	60.00	.....
			.....	95.00	.....
16	Portal Land and Town Lot Company, by John L. McCague, president .....	.....	320	.....	40,000.00
		.....	480	.....	56,000.00
		.....	360	.....	61,000.00
		.....	360	.....	66,000.00
17	George Bates .....	.....	480	90.00	43,200.00
18	do .....	.....	350	.....	30,000.00
19	W. W. Lowe .....	.....	640	98.50	.....
		.....	480	107.00	.....
20	Henry Kelsey and Christian Kaelber .....	.....	640	100.00	64,000.00
21	Rumsey Saling and C. V. Gallagher .....	.....	440	132.50	.....
22	S. L. Coffman .....	.....	200	.....	20,000.00
	H. H. Condeman .....	.....	252	.....	40,000.00
23	J. Kelly McCombs .....	.....	320	100.00	32,000.00
24	Fred Fricke .....	.....	320	.....	65,000.00
25	Joseph A. Connor .....	.....	400	.....	64,000.00
26	W. A. Paxton, jr .....	.....	320	150.00	48,000.00
27	Potter & Cobb .....	.....	450	.....	65,000.00
28	Henry Zucher .....	.....	350	185.00	64,750.00
31	Portal Land and Town Lot Company, by John L. McCague, president .....	.....	320	.....	†40,000.00
		.....	480	.....	†56,000.00
		.....	360	.....	†61,000.00
		.....	360	.....	†66,000.00
30	L. Crounse .....	.....	400	.....	35,000.00
29	Portal Land and Town Lot Company, by John L. McCague, president, transmitting bids Nos. 16 and 31. .	.....	.....	.....	.....

* Will also sell all of their land north of Union Pacific Railroad, or that north of Papillion Creek.

† Duplicate of bid No. 16.

[First indorsement.]

WAR DEPARTMENT, October 13, 1888.

Respectfully referred to the major-general commanding the Army, for report and recommendation.

It is desired that all the sites offered that are within the 10-mile limit fixed by the act of July 23, 1888, be examined.

WILLIAM C. ENDICOTT,
Secretary of War.

[Second indorsement.]

HEADQUARTERS OF THE ARMY,
Washington, October 15, 1888.

It is the desire of the major-general commanding that all the papers be referred for report and recommendation by the division and department commanders; all the sites offered that are within the 10-miles limit as fixed by the law be examined.

THOMAS M. VINCENT,
Assistant Adjutant-General.

[Third indorsement.]

ADJUTANT-GENERAL'S OFFICE,
Washington, February 4, 1889.

Respectfully returned to the major-general commanding the Army, with report and recommendations, as called for by his indorsement of October 15, 1888, hereon.

J. C. KELTON,
Assistant Adjutant-General.

HEADQUARTERS ARMY OF THE UNITED STATES,
Washington, February 11, 1889.

Respectfully returned to the Secretary of War, in connection with my indorsement of the 8th instant, wherein I have concurred in the recommendation of the commanding generals of the Department of the Platte and Division of the Missouri.

As it will require considerable time to copy "all correspondence and reports" contemplated by this resolution, I inclose copies as follows:

(1) Report of the commanding general Department of the Platte.
(2) Tracing covering the land owned by Mr. H. T. Clarke and which it is deemed necessary to purchase as part of the 900 acres.

(3) Abstract of offers received for the sale of land in the State of Iowa—all of the land covered thereby being reported by the commanding general Department of the Platte as not suitable for site purposes—with the suggestion that if they be transmitted to the Senate in connection with the opinion of the Secretary of War "concerning any recommendations made by the generals commanding the Department of the Platte, the Division of the Missouri, and the general commanding the Army," the information embraced may suffice for immediate use, and a delay, which will result if copies of all the correspondence and reports be attempted, will be avoided.

J. M. SCHOFIELD,
Major-General, Commanding.

Report of the examination of sites offered in the State of Nebraska for the new Fort Omaha, in accordance with letter of instructions from the headquarters of the Army, dated October 18, 1888, and indorsement on same, dated headquarters Division of the Missouri, October 22, 1888.

Thomas Swift. Proposal No. 1. Examined November 23, 1888. Rolling, broken, and elevated ground. Supply of water limited to small springs and wells. Location not suitable for a military post.

Jurgen Claussen. Proposal No. 2. Examined November 21, 1888. Land partly elevated, draining into another part in a hollow. Narrow and contracted. Water supply from springs and wells, limited. This tract is the northeast quarter of the section of bid No. 10, in which the other three-quarter sections are included. Unsuitable for a military post.

H. Martin. Proposal No. 3. Examined November 21, 1888. This land is partly on a slope, the other part, one half, broken land or marshy. None suitable for a post, not being dry, elevated or with natural drainage, and with a limited supply of water from springs. Location not suitable for a post.

James E. Boyd. Proposal No. 4. Examined November 23, 1888. Part broken, part level bench, and part bottom land liable to be wet and bordering on the Papillion Creek, whose waters are unfit for drinking purposes. Supply of water limited to springs and wells. Location not suitable for a military post.

P. B. Knight. Proposal No. 5. Examined November 20, 1883. Elevated and rolling land. Water supply from springs, very limited. Location near F. E. and M. V. R. R. Not suitable for a military post.

Barton and Nichols. Proposal No. 6. Examined November 26, 1888. At Gilmore. Partly elevated and rolling, the remainder bottom lands bordering on the Papillion Creek. Water supply limited to a spring. Location not suitable for a military post.

Martin House and Jacob Elton, and Julia E. and Joseph Vandercook. Proposal No. 7. Examined November 19, 1888. Principally bottom land; liable to overflow; a good spring on this land. The upland broken and covered with scrub timber. Land about 4 miles from any railroad. Utterly unsuitable for a military post.

J. L. Brown. Proposal No. 8. Examined November 26, 1888. One mile east of Papillion. Elevated and rolling land; part bottom lands on the Papillion Creek. Water supply limited to a spring and well. Not suitable for a military post.

Lucian Woodworth. Proposal No. 9. Examined November 23, 1888. The greater portion of this land is in the Papillion Creek bottom. Supply of water limited to wells. Location not suitable for a military post.

John H. Cryer. Proposal No. 10. Examined November 21, 1888. High and rolling ground; well drained. Water supply from a small stream fed by springs. Location about 2 miles from Union Pacific Railroad. Unsuitable, owing to an insufficient supply of water and general topographical features.

Charles Abernathy, agent for Mrs. Gans. Proposal No. 11. Examined November 23, 1888. Rolling; broken and elevated ground. Supply of water limited to springs and wells. Location not suitable for a military post. Neither the agent or owner was present when this property was examined; an employé of Mrs. Gans pointed out the boundaries.

Plattsmouth Land Improvement Company, by O. H. Ballou, president. Proposal No. 12. Examined November 28, 1888. Near Oreapolis. Two hundred acres of this tract is badly broken with hills, and the remainder, 130 acres, is composed of bottom lands. Supply of water from springs. Location, which is beyond the 10 miles required by law, is unsuitable in any way for a military post.

(See letter of Mr. Ballou hereto appended. The additional land offered is not suitable for the purpose and is beyond the limit fixed in the act.)

W. W. Lowe. Proposal No. 13. Examined November 26, 1888. One and one-half miles west of Papillion; rolling land, elevated. Water supply limited to springs. Branch of the Papillion Creek passes through this tract. Location unsuitable for site of a military post.

Hans Beckman. Proposal No. 14. Examined November 19, 1888. Land high and rolling; well drained; some bottom land. Supply of water from wells and some small springs. Location south of Fort Calhoun. Railroad passes through center of tract. Not suitable for a military post.

Portland Land and Town Lot Company, by John L. McCague, president. Proposals Nos. 16, 29, and 31, examined November 23, 1888. A portion of this land is elevated, another, about one-half, low and flat. The supply of water is limited to wells or springs of sufficient capacity. Location of this land not suitable for a military post.

George Bates. Proposals Nos. 17 and 18. Examined November 25, 1888. Very broken or rolling land, portions of which are separated by a wide strip of land of a marshy character. Supply of water from springs in the north and northeast corners, limited. Land borders on Fremont, Elkhorn and Missouri Valley Railroad. Unsuitable for a military post.

W. W. Lowe. Proposal No. 19. Examined November 26, 1888. Near Papillion. Elevated and rolling, water supply from a small creek formed by springs, and from wells. One fourth of land in bottom on Papillion Creek. Location not suitable for a military post.

Henry Kelsey and Christian Kuelber. Proposal No. 20. Examined November 23, 1888. Rolling and broken and some level land. Supply of water limited to wells. Location not suitable for a military post.

Ramsey, Saling and Gallagher. Proposal No. 21. Examined November 26, 1888. Two miles east and south of Papillion. Land broken and rolling, only 90 acres being level. Water supply limited to a small spring and wells. Location not suitable for a military post.

S. L. Coffman. Proposal No. 22. Examined November 19, 1888. Near Fort Calhoun. Elevated, dry, and natural drainage. Supply of water from two small creeks whose sources are springs on the land; very limited. Thirty acres of this land is bottom land. Railroad runs through land. Location not suitable for a military post.

J. Kelley McCombs. Proposal No. 23. Examined November 20, 1888. Flat and

low piece of land between two ridges. Papillion Creek flows through it. Certain to be marshy in rainy season. Drainage into the creek. Water from wells and limited. That from the Papillion Creek not suitable. Unsuitable for a military post.

Fred. Fricke. Proposal No. 24. Examined November 26, 1888. One and one-half miles north of Papillion. Elevated and rolling. Supply of water, a small spring on on this tract; no wells. Location not suitable for a military post.

Joseph A. Connor. Proposal No. 25. Examined November 21, 1888. This land is on a ridge or bench sloping both ways; high and dry. Water supply limited. Not suitable for a military post.

W. A. Paxton. Proposal No. 26. Examined December 6, 1888. Tract consists of 320 acres of high and slightly rolling land. A branch of Papillion Creek bordering it on the west and a branch of the Fremont, Elkhorn and Missouri Valley Railroad running across the western edge of the land. Owner offers quarter section next south of western quarter section of this tract at same price. Will offer more if certain litigation now being carried on is successful. Water obtained from two wells. One well about 40 feet deep, situated in a hollow about midway on the southern line of the tract. Drainage excellent. From a large portion of this tract a large portion of the country is overlooked. Owner wishes to make an additional proffer for this property which will depend on suits now pending. Not suitable for the site of a military post.

Potter and Cobb. Proposal No. 27. Examined November 26, 1888. Two miles east of Papillion. High, elevated land or bench with a level plateau of about 320 acres with a gentle slope into the valley of the Papillion, which at this point is narrow. The southeast portion of the 320 acres has a ravine which empties into low ground on the east. The water of the Papillion is unsuitable for drinking. The water supply would be from two springs with, apparently, an abundant supply of good, pure water. The location is not suitable for a post, as only that part of the land embraced in the proposal is fairly adapted to the purpose. The features of the surrounding country would not permit of any extension. Not recommended.

Henry Zucher. Proposal No. 28. Examined November 28, 1888. Near Bellevue. Is an extension of the land of bid No. 15 on map, being composed of high, rolling, and bottom land and not suitable for a military post.

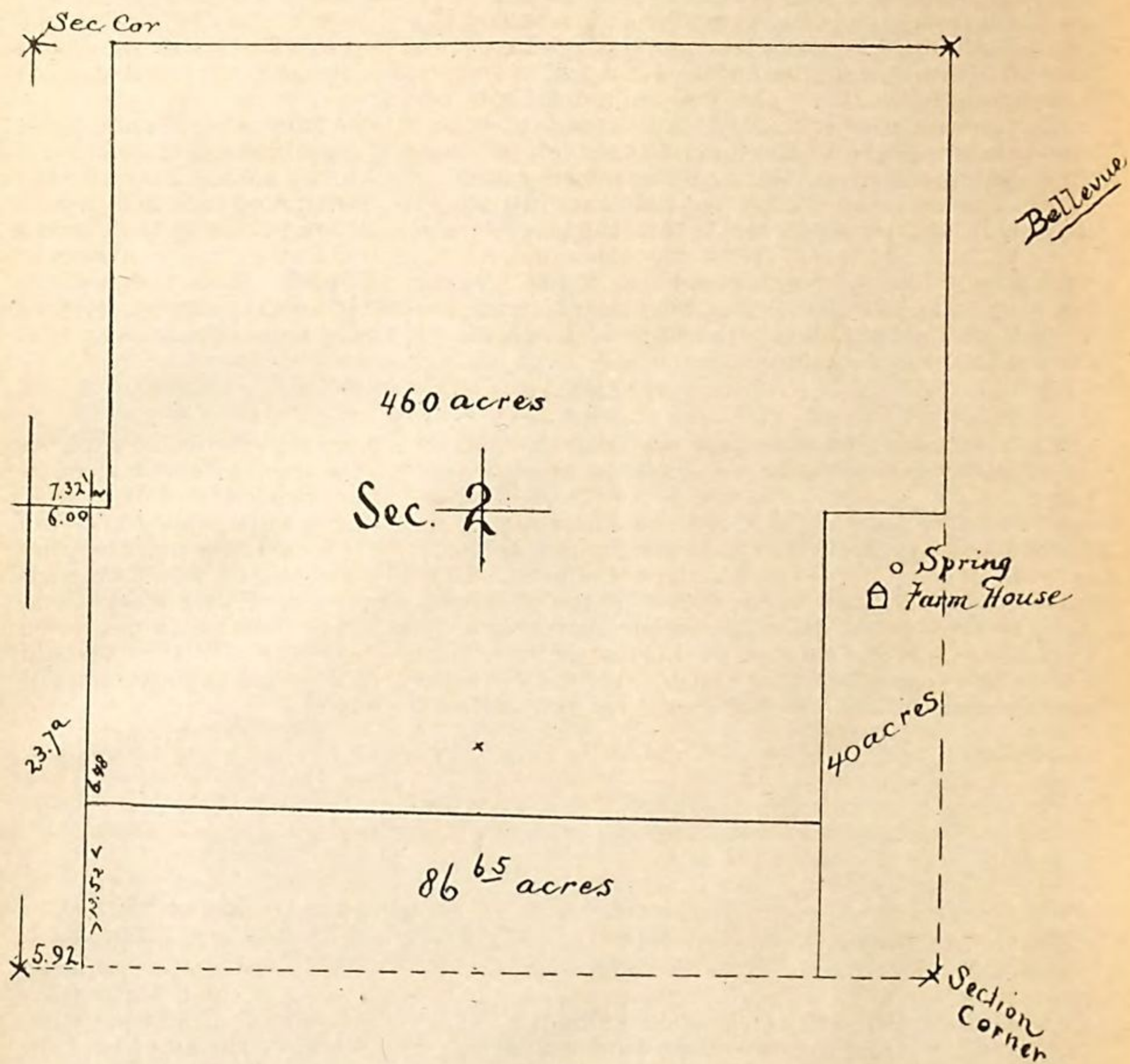
L. Crounse. Proposal No. 30. Examined November 19, 1888. Near Fort Calhoun. Part of the land, 120 acres, elevated and dry with natural drainage, the remainder low land, no drainage, and about 75 feet below the elevated land from which it is separated by a slough, into which some springs are said to flow. No supply of water except from this or wells, and the low land is liable to overflow and in wet weather to be under water. The low land is evidently the old bed of the river. The high land was formerly a part of the site of old Fort Calhoun. Railroad station near at hand. Not suitable for a military post.

Proposal No. 15, at Bellevue. Made by Mr. H. T. Clarke. Examined first November 28, 1888, and frequently since. Contains land well suited for the site of a military post, viz., section 2 and the north half of section 11 which lies immediately south of section 2. The other land included in this plat, and variously marked, is not considered desirable for the purpose. The amount authorized by the act of Congress is sufficient to purchase only about 460 acres. All the land described above, viz, section 2 and the north half of section 11, is necessary for the purpose of a military post at this place.

That portion of section 2 from which I would recommend the purchase be made does not contain 640 acres, for the reason that a highway is laid out east of the western boundary of the section, and I would recommend that this highway, or public road, be made the western boundary of the land to be purchased. Taking this highway as the western boundary of the section there would be but about 580 acres in this portion of the tract. The north half of section 11, lying immediately south of section 2, contains about 320 acres, a portion of which, about 150 acres, northwest quarter of section 11, is owned by Mr. Clarke and marked "C" on the plat. The other portion of this half section, lying immediately east, is owned by other parties at present. The total of the desirable tract amounts to about 900 acres. It will be seen by reference to the plat that Papillion Creek runs across a portion of the northwest quarter of section 11. It is very necessary to have control of the land connecting section 2 with the Papillion Creek, into which creek all drainage and sewerage must empty.

The land which can be purchased with the amount mentioned in the act of Congress should be taken from the north portion of section 2 lying east of the highway which runs through the section within its western boundary. This will leave about 120 acres of this section, about 80 acres of which Mr. Clarke offers to rent to the Government at the nominal annual rent of \$1. The balance of the 120 acres contains his farm house and barns. See communication hereto appended marked "A," dated December 22, 1888.

Mr. Clarke also, in communication dated January 7, 1889, offers to the United States



Copied in
H. G. O., War Dept.
Mil. Res. Div.
C. H. Durand. del.
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all the remaining part of section 2 above described, and that part of the northwest quarter of section 11, which he owns, about 270 acres, at the rate of \$225 per acre, stating as a limit of time June 1, 1891, hereto appended marked "B." I think the rest of the north half of section 11, about 170 acres, can be secured on the same terms.

I wish to state here that all the land hereinbefore described by me, viz, that portion of section 2 lying east of the public road mentioned, containing about 580 acres, and the north half of section 11, lying immediately south of section 2, containing 320 acres, a total of about 900 acres, is absolutely necessary for the location of the new Fort Omaha. Unless the Government owns all the land mentioned the site for the new post will be incomplete, and much future embarrassment must ensue. On this ground can be established a first-class rifle range, which can be made entirely safe as regards the surrounding neighborhood. I can not, therefore, too strongly urge that steps be taken to purchase the additional ground without delay.

The ground mentioned herein has a gradual slope, commencing with the north line and extending toward the south to the bluff overhanging Papillion Creek, whence it drops sharply down on the bottom bordering the creek. In my examinations for the site of this new post I have not only carefully observed the ground included in each proposal, but have observed that in the neighborhoods and on the way to and from the city, and I have not found any other place, either included in the proposals or otherwise, which would be suitable as a site for this new post. In fact, this site is the only one I have found, and I consider it entirely suitable for the purpose, provided all the ground mentioned be secured. The distance from the post-office in the city of Omaha is about 10 miles.

WATER.

The water supply for the new post must be obtained from that furnished from the Missouri River to the city of Omaha, by an extension of the pipes of this water system for about 5 miles. Water taken from the Missouri River opposite to this ground, and over 2 miles distant, would be impregnated with the sewage from the city of Omaha and the stockyards at South Omaha, the sewer of which latter place empties into the Missouri a few miles above Bellevue. In this connection I would respectfully invite attention to the letter of the president of the City Water Works Company to Mr. Clarke, dated December 12, 1888, and Mr. Clarke's letter to me, dated December 13, 1888, in regard to this matter, herewith inclosed marked "C." I would add in this connection that the town of South Omaha is growing rapidly and will soon shorten the distance between its water mains and this site.

JOHN R. BROOKE,
Brigadier-General, Commanding.

HEADQUARTERS DEPARTMENT OF THE PLATTE,
Omaha, Nebr., January 10, 1889.

OMAHA, NEBR., *December 22, 1888.*

DEAR SIR: Herewith you will find a (crude) plat of section 2, township 13, north of range 13, showing the lines as suggested by you. Should more land be required than the 460 acres at time of purchase, will agree to lease to the United States Government the south 86.65 acres, as shown by plat, at an annual rental of \$100 per year.

If after a complete survey of the lands you should prefer any of the other land offered by me not included in the 460-acre tract, you are authorized to make such change as you deem desirable.

Will have a more elaborate map, showing the surroundings of the land, made, if you so desire.

Yours, to command,

H. T. CLARKE.

General JOHN R. BROOKE,
Commanding General, Department of Platte, Omaha.

OMAHA, NEBR., *January 7, 1889.*

DEAR SIR: Providing the United States Government purchase part of the land offered by me in section 2, township 13, range 13, Sarpy County, I will agree to make a deed to the United States for use as barracks the 87 acres on the south part of said section 2 and the southeast 40 acres of said section 2, and all that I own of the northwest quarter of section 11, T. 13, R. 13, about 158 acres, any time before June 1, 1891, upon payment to me of \$225 per acre.

Yours, respectfully,

H. T. CLARKE.

General JOHN R. BROOKE,
Commanding General, Department of Platte, Omaha.

OMAHA, December 13, 1888.

MY DEAR GENERAL: Herewith I hand you a proposition from the American Water Works Company through their president, Mr. Underwood, to furnish water for the Government at Bellevue, should they decide upon the location that I have offered them for the fort. I understand from Mr. Underwood that they are negotiating to put up some additional work south of their present line, and that they will probably shorten the distance some miles, and I also understand from him that they would be willing to put in the line themselves if the Government so desired on the same terms that they furnish the city, but he expressed himself that the Government was unable to make any contract longer than one year and so did not think it desirable to make the proposition to furnish water on the same terms as they did for the city, the water-works people putting in the pipes themselves.

I wish this to go with my proposition for land offered to the Government for fort purposes.

Yours, with kind regards.

H. T. CLARKE.

General JOHN R. BROOKE, Omaha, Nebr.

OMAHA, December 12, 1888.

DEAR SIR: If it is desired that this company furnish water for Bellevue, we should recommend that a pipe line, being so long, be laid the first 2 miles from South Omaha with 10-inch pipe, and the last 3 miles with 8-inch pipe. In case it was desired, we would lay this pipe at exactly cost, without any profit, and owing to the large quantities in which we get this pipe, and to our facilities for doing this work, it would probably be at a saving of at least \$8,000 to \$10,000 over what the same would cost elsewhere. The weights of pipes we should use would be 70 pounds to the foot for 10-inch and 48 pounds to the foot for 8-inch, and the pipe line so laid would be the property of the Government, or whoever procured the laying of the same. We would then set a meter at the expense of the consumer at the point where this pipe line joins our system and charge for water consumed the rates given the Union Pacific Railroad Company, which are the lowest given anywhere in Omaha.

This pipe line would probably cost from \$30,000 to \$32,000, but in no event anything above the actual cost of material and labor.

In case any part of this pipe line should become used as a part of the system of water-works at South Omaha, and hydrants should be ordered set thereon, we would take so much of it as should be covered by hydrants and re-imburse the proportionate amount paid therefor; with this understanding, however, that any such taking of pipe by us should commence from the north end.

We have assurances from which we think it altogether likely that a number of hydrants will be ordered, commencing with our present southerly pipe line in South Omaha, and which would be on the proposed route of this line to such an extent as to shorten this line about 1 mile.

In case it was desired, we would lay an 8-inch and 6-inch pipe respectively in place of 10-inch and 8-inch, the first cost of which would be from \$6,000 to \$7,000 less than the cost of the 10-inch and 8-inch; but in that event we should be unwilling to bind ourselves to take the pipe at any time in the future, although we might possibly be willing to do so when the time came.

Yours, etc.,

W. A. UNDERWOOD.

Mr. H. T. CLARK, Omaha.

Abstract of offers received for the sale of land in the State of Iowa for the site of Fort Omaha, Nebr.

No. of offer.	Names of persons making offer.	Number of acres offered.	Price per acre.	Price for total number of acres.
1	Lucius Wells	1206	.....	\$60,000.00
2	J. F. Evans	2200	\$200.00	40,000.00
3	W. F. Sapp, jr	1342	150.00	51,300.00
4	D. W. Archer	2251	300.00	75,300.00
5	Northrup, Braslan and Goodwin Company	1334.92	.....	64,000.00
6	Maria Myuster, by David Haines, attorney	2320	250.00	80,000.00
7	Stewart and Haas	2360	75.00	27,000.00
8	Lucius Wells	1329	.....	60,000.00
9	Officer and Pusey, in behalf of owners	2565	.....	66,000.00

NOTE.—Report by General Brooke on sites offered:

¹ Not suitable for a military post.

² Unsuitable as a site for a military post.

HEADQUARTERS OF THE ARMY,
ADJUTANT GENERAL'S OFFICE,
Washington, October 18, 1888.

SIR: I am directed by the major-general commanding the Army to refer herewith "Abstract of bids received for the sale of land for the site of Fort Omaha, Nebr., under the act of Congress approved July 23, 1888, opened at 2.30 p. m., September 17, 1888, by the acting Secretary of War," with accompanying documents, for report and recommendation by yourself and the commanding general, Department of the Platte, upon all the sites offered that are within the 10 miles limit as fixed by law.

Please return all papers with your reply.

I am, sir, very respectfully, your obedient servant,

J. C. KELTON,
Assistant Adjutant General.

The Commanding General, Division of the Missouri, Chicago, Ill.

HEADQUARTERS DIVISION OF THE MISSOURI,
Chicago, January 29, 1889.

Respectfully returned to the Adjutant-General of the Army.

After a careful examination of the matter as represented herein, I concur fully in the recommendation of the commanding general Department of the Platte.

The papers in regard to sites offered in the State of Iowa are herewith inclosed (5513 Div. Mo., 1888).

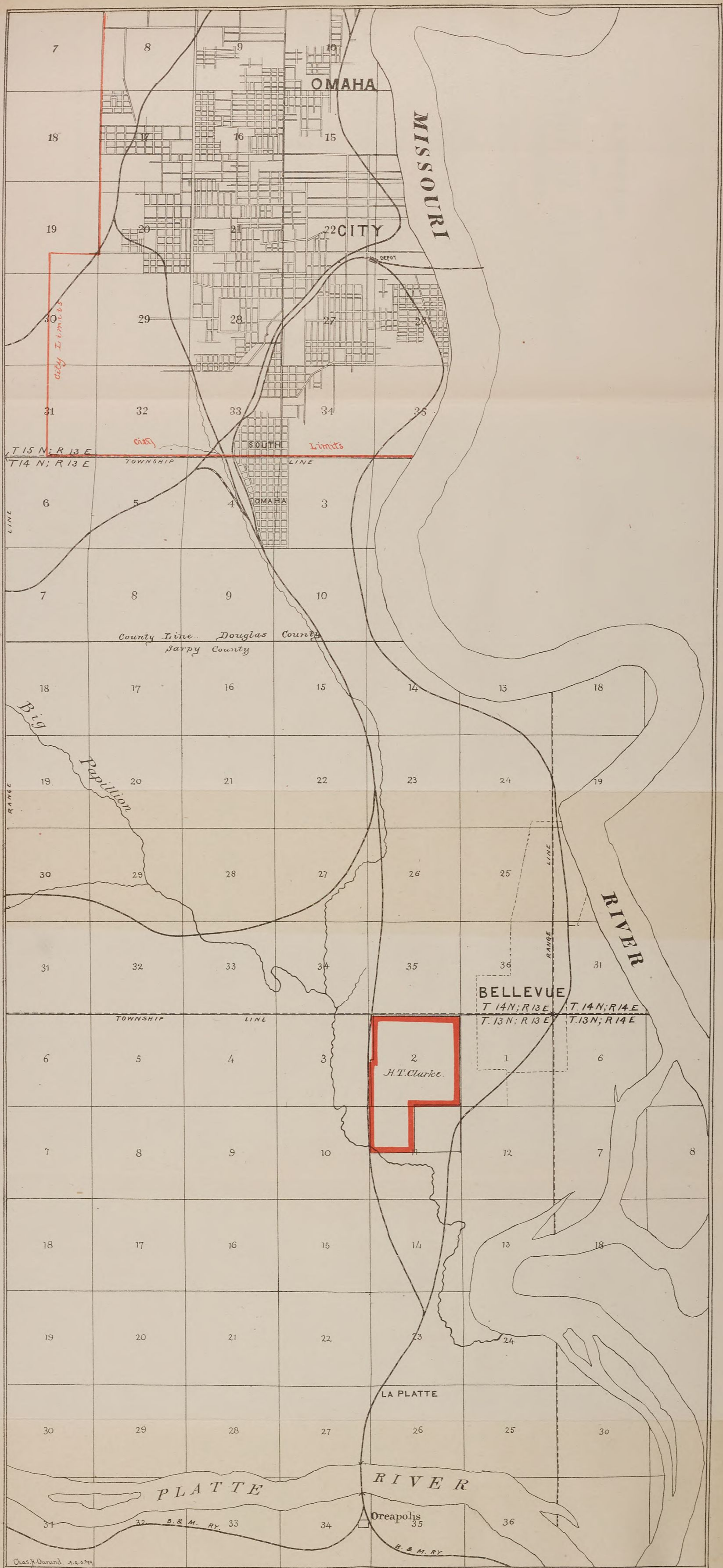
GEORGE CROOK,
Major-General, Commanding.

HEADQUARTERS OF THE ARMY,
Washington, D. C., February 8, 1889.

Respectfully submitted to the Secretary of War.

I fully concur in the recommendations of the commanding generals, Department of the Platte and Division of the Missouri, viz, that the entire tract of land described, embracing about 900 acres, be purchased for the new post near Omaha.

J. M. SCHOFIELD,
Major-General, Commanding.



L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING,

In response to Senate resolution of August 29, the effect upon certain rivers in Colorado of the diversion of water for irrigation.

FEBRUARY 18, 1889.—Referred to the Select Committee on Irrigation and Reclamation of Arid Lands and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, February 16, 1889.

SIR: I have the honor to acknowledge the receipt of a resolution adopted by the Senate on the 29th of August, 1888, of which the following is a copy, to wit:

Resolved, That the Secretary of the Interior be directed to inquire and report to the Senate at its next session the extent to which the diversion of the waters of the Platte and Arkansas Rivers and their tributaries in Colorado for irrigation and other purposes affects the flow of the waters of those streams in the lower valleys, and especially during the growing season, and whether in his opinion the title conveyed by the Government to lands fronting on said streams covers the privilege of diverting water therefrom beyond that necessary for use thereon for irrigation and mining purposes, and to report what action is needed to protect the rights of riparian owners along the waters of said streams in the States of Kansas and Arkansas, and what measures can be devised to increase the flow of water in those streams during such season.

And in response thereto to transmit herewith a copy of a communication of the Commissioner of the General Land Office, under date of December 8, 1888, and also a copy of a communication from the Director of the Geological Survey under date of February 8, 1889. The resolution of the Senate was referred to the Commissioner of the General Land Office and to the Director of the Geological Survey for report on the 1st of September, 1888, but the reply of the Director has been delayed.

I have the honor to be, very respectfully,

WM. F. VILAS,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
UNITED STATES GEOLOGICAL SURVEY,
-Washington, D. C., February 8, 1889.

SIR: I have the honor to acknowledge the receipt of the following Senate resolution, with instructions indorsed thereon:

IN THE SENATE OF THE UNITED STATES,
August 29, 1888.

Resolved, That the Secretary of the Interior be directed to inquire and report to the Senate at its next session the extent to which the diversion of the waters of the Platte and Arkansas Rivers and their tributaries in Colorado for irrigation and other purposes affects the flow of the waters of those streams in the lower valleys, and especially during the growing season, and whether in his opinion the title conveyed by the Government to lands fronting on said streams covers the privilege of diverting water therefrom beyond that necessary for use thereon for irrigation and mining purposes, and to report what action is needed to protect the rights of riparian owners along the waters of said streams in the States of Kansas and Arkansas, and what measures can be devised to increase the flow of water in those streams during such season.

Attest.

ANSON G. MCCOOK,
Secretary.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
September 1, 1888.

Copy. Respectfully referred to the Director of the U. S. Geological Survey, with request that he will make the inquiry as required by the resolution, as to the extent and effect of the diversion of the waters of the streams specified, and what measures can be devised to increase the water in such streams, and report the result to this Department.

WM. F. VILAS,
Secretary.

In compliance with the above instructions, the following brief preliminary report is submitted:

It is not possible to report fully and satisfactorily on the subject at the present stage of its investigation, as accurate observations have not yet been made to a sufficient extent to give good quantitative results. The work of the survey of the arid lands now in progress will ultimately give good data for the solution of the problem, and at such time it is probable that a satisfactory report can be made.

REPORT.

The Platt and the Arkansas have their sources in the mountains of Colorado and Wyoming, but after passing the Colorado and Wyoming lines they receive great additions to their volumes from the storms and streams of the lower country; so that but a small portion of the water which these rivers discharge into the Missouri and Mississippi comes from the mountain regions. In Colorado and Wyoming all agriculture is dependent upon artificial irrigation, as the water which comes direct from the heavens to the agricultural lands is insufficient to produce crops. The same is true of the western portion of Kansas and Nebraska. In this portion of the arid region under consideration, embracing a part of Colorado, a part of Wyoming, a part of Nebraska, and a part of Kansas, agriculture is possible only by diverting the water of the streams out upon the adjacent lands; and the real question is this: What effect will the development of irrigation in Colorado and Wyoming have upon irrigation in Nebraska and Kansas? The North Platte, the South Platte, and the Arkansas present distinct problems; they must therefore be considered separately in this statement.

THE NORTH PLATTE.

The Platte has two branches, the North Platte draining a large area in Wyoming, the South Platte a large area in Colorado. Much of the region drained by the North Platte in Wyoming is at so great an elevation above the sea that agriculture can not be made profitable, that is, the climate is too cold and the season too short to cultivate a profitable series of crops; but some portions of the Wyoming region lie at lower altitudes, where profitable agriculture can be carried on. The area of such lands, however, is not sufficient to utilize all the waters of the North Platte. Ultimately a large volume of this water can be used across the line in Nebraska to better advantage than in Wyoming, and the storage of the waters of the North Platte, which will be chiefly in Wyoming, will greatly benefit Nebraska, in fact, Nebraska is far more interested in the storage of the waters of the North Platte than Wyoming, for in general the storage of the waters of the North Platte will benefit Wyoming to a very slight degree. It must be understood that irrigation can be practiced without storage by using the waters of the running streams during the season of irrigation, which is very short, usually averaging for various crops about two months in this region. Storage increases the area of irrigable lands by holding back in reservoirs the water that would otherwise run to waste during ten months of the year. It is this water, to be stored about the headwaters of the North Platte, by which the people of Nebraska are to be chiefly benefited.

THE SOUTH PLATTE.

The South Platte has its source in the mountains of Colorado. In that State irrigation is already greatly developed, so that practically all the water of the South Platte which flows from the mountains during the season of irrigation is already used in critical seasons. Whether this water should be surrendered by the people of Colorado to the people of Nebraska—whether the agricultural industries along the Platte and its tributaries in Colorado should be destroyed in order that new industries in Nebraska may be created, is a question that every one can easily answer for himself. But there is a further condition worthy of consideration. If the waters of the South Platte now used in Colorado were used in Nebraska, the area brought under cultivation in the latter State would be very much smaller than the area now under cultivation in Colorado by the use of the same waters.

This fact results from well-known physical conditions. In that arid region the rain is condensed on the mountains; comparatively little falls on the arid plains, not enough to produce perennial streams. When the waters debouch from the mountains into the plains their channels are radically changed; they are narrow, deep, and clear; where they run across the plains they are wide and shallow, and their waters are loaded with mud. The muddy waters are spread out below in wide channels of sand. A stream may be several hundred yards wide and only a few inches deep. The waters permeate these sands, and a large portion is evaporated; so that a stream steadily diminishes in volume from the mountains across the arid plains until a more humid region is reached, where it again increases in size. It is for this reason that the waters of the South Platte will irrigate a much larger area in Colorado near the mountains than in Colorado near the Nebraska line; and the area which they will irrigate in Nebraska is still smaller.

It is probable that 3 acres can be irrigated near to the mountains of

Colorado where only 1 acre can be irrigated in Nebraska. This must be understood, however, as an estimate, and not as actually determined by stream gauging.

The waters of the South Platte flowing during the irrigating season are already substantially used near to the mountains, and the important question to be determined is what effect will storage have upon the supply of water from this stream? It has already been stated that the waters of the North Platte can be advantageously and economically stored in the mountain region, but this is not true of the South Platte. With some important exceptions the waters of the South Platte must be stored below, as the declivity of the mountains drained by that river is in general too great to afford favorable places for their storage; they will therefore have to be stored in the foot hills and on the plains.

All of this stored water will decrease the volume of the South Platte where it crosses the Colorado-Nebraska line during the non-irrigating season. But when the mountain waters of the non-irrigating season are stored in this manner and poured upon the lands of Colorado and used for agricultural purposes, a part of this stored water will be evaporated to the heavens, but another part—and a large part—will be returned to the Platte, where it can be recovered and again carried to the irrigable lands farther down the stream in eastern Colorado and western Nebraska. This general statement may therefore be made: The use of the water which falls as rain during the irrigating season near to the mountains in Colorado, as it is now chiefly used, greatly diminishes the volume in western Nebraska; but, on the other hand, the storage of water during the non-irrigating season to be used during the irrigating season will greatly increase the water available for Nebraska during the irrigating season. Taking the facts as they are, namely, that the waters of the South Platte falling during the irrigating season are already used in Colorado, the prospect for irrigation from the South Platte in western Nebraska depends upon the storage of the waters falling during the non-irrigating season. The greater the amount of water stored in Colorado the greater will be the area irrigated in Nebraska.

THE ARKANSAS.

The waters of the Arkansas that flow during the irrigating season are partly used in Kansas, but chiefly in Colorado; so that already in critical seasons the river runs dry near the Colorado-Kansas line. The future development of irrigation in the valley of the Arkansas therefore depends chiefly upon the storage of water. This storage can be accomplished with advantage, in fact with great economy, in the mountain regions of Colorado. Along the headwaters of this stream in the mountains there are many mountain meadows and morainal valleys where lakes can be created to store large bodies of water at small expense. When the waters of these mountain streams are stored in the upper regions, where they are comparatively clear, the reservoirs have a permanent value, from the fact that they will not be speedily filled with sediment; but if reservoirs be constructed below on the plains, and the rivers taken out where they are muddy and excessively muddy, as is the case with the Arkansas, the storage basins will be speedily filled with sediment and destroyed. If stored on the plains, as in the case of the South Platte, the waters must be diverted from the natural channels where they debouch from the mountains and carried in canals to the storage basins. This adds greatly to the expense of storage.

But there is another consideration affecting this question of great importance. In the lowland reservoirs the evaporation from the surface would be 50 to 75 inches, and the lowland reservoirs would therefore lose a large body of water in this manner, while in the highland reservoirs the evaporation would probably be not greater than 25 inches, and might often be less. Whenever highland reservoirs are possible the waters must be stored in the upper regions, and these conditions control in the case of the Arkansas River. The waters of the Arkansas can not be taken out within the boundaries of the State of Kansas and stored in reservoirs, from the fact that they contain so much silt that the reservoirs would be speedily obliterated. The flow of waters in the irrigating season is already provided for. All additional irrigation from these waters would be so small that all State interests may be neglected.

The irrigating season on this river is, on an average, something more than two months, while the waters run to waste for more than nine months. It is this waste water that is to be stored in the mountains. Whatever is thus stored will decrease the volume passing the Kansas-Colorado line during the non-irrigating season, but will greatly increase the volume passing that line during the irrigating season; and, as in the case of the South Platte, the prospect for irrigation in western Kansas depends upon the storing of water in Colorado. The greater the storage the greater will be the area irrigated in Kansas.

It must be understood that in the above statement the primary facts and principles have been set forth and general results given. Exact quantitative results can not be given at this stage of the investigation; but if the work of the irrigation survey is continued until the survey is completed, practical quantitative results will be afforded.

When the investigation was begun under the instructions of the Secretary, I had not carefully considered the subject, and had made no collection of the available facts relating thereto; and I supposed that the waters of the South Platte and of the Arkansas falling in Colorado would be wholly or chiefly utilized in Colorado; and I reasoned in this manner from the consideration that the people of Colorado are already engaged in these industries, and are more likely to speedily develop irrigation industries than are the people in Kansas and Nebraska. But there was another consideration which engrossed my attention for the time. On the arid plains no perennial streams are born. The water which falls from the heavens is in the main evaporated back to the heavens, though when great storms, fall storm-waters, collecting for a few hours or a few days at most, flow into the perennial streams that head in the mountains and cross the plains; and I suppose that like results would follow from the spread of irrigating waters on the lands. But experience in California, in Utah, in Colorado, and on the Gila in Arizona abundantly exhibits the fact that the waters used in irrigation are but partially evaporated, and that a very large quantity finds its way again to the streams. It is thus that the facts of experience have modified preconceived hypotheses.

Ultimately a very large area in Kansas and Nebraska will be irrigated by impounding the local storm-waters of that region, and the topographic conditions are very favorable for such enterprises. But besides the irrigation which it is possible to accomplish through the impounding of storm-waters, considerable areas will be irrigated through the utilization of the waters of the North Platte, the South Platte, and the Arkansas—all contingent, however, upon the condition that the waters of these streams be stored above.

It must be remembered that the Upper Arkansas, the North Platte, and the South Platte are not navigable streams. They are all exceedingly broad, muddy rivers, having great declivity, and so shallow as to be practically impassable for even canoes during the greater part of the year. They are thin sheets of mud tumbling down a highly-inclined plane; so that the interests of navigation are in no way affected by the use of these streams for agriculture.

The use of these streams for agricultural purposes will have no practical effect upon their uses as powers in Kansas and Nebraska. Because of the great amount of sediment which they carry, they have little value as powers; for if hydraulic works were constructed along their upper courses it would be at an enormous expense, on account of their great width and because they run through vast accumulations of sand; and if the streams were dammed and ponds created they would speedily be filled by the enormous inflow of sand. There is yet a further consideration. The rain which falls in Kansas and Nebraska furnishes a sufficient volume of water for the Platte and Arkansas alike for all possible prospective use as mechanical powers.

From the above statement it will appear that the question of the use of the Platte Rivers and of the Arkansas is one affecting agriculture only, and that the amount of irrigable lands redeemed in Nebraska and Kansas by the waters of the Platte and Arkansas depends upon the amount of water stored in Colorado and Wyoming.

I am, with great respect, your obedient servant,

J. W. POWELL,
Director.

The SECRETARY OF THE INTERIOR,
Washington, D. C.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., December 8, 1888.

SIR: I have the honor to return herewith the resolution of the Senate of the United States of August 29, 1888, which you referred to me on the 1st September, 1888, with a request for the expression of my views "upon the inquiry as to whether the title conveyed by the Government to land bordering on the streams specified conveys the privilege of diverting water therefrom beyond what is necessary for use thereon for irrigation and mining purposes, and what action is necessary to protect the rights of riparian owners along the waters of said streams in Kansas and Nebraska."

This resolution refers to the diversion of the waters of the Platte and Arkansas Rivers and their tributaries for irrigation and other purposes, in Colorado, and inquiries, 1st, to what extent such diversion affects the flow of the waters of those streams in the lower valleys, and especially during the growing season; 2d, whether the title conveyed by the Government to lands fronting on said streams covers the privilege of diverting water therefrom beyond that necessary for use thereon for irrigating and mining purposes; 3d, what action is needed to protect the rights of riparian owners along the waters of said streams in Kansas and Nebraska; and 4th, what measures can be devised to increase the flow of water in these streams during such season.

Of these matters only those embraced under the second and third heads come within your request for an expression of my views,

In reference to the former, I have to state that the title conveyed by the Government carries with it the right to the enjoyment of the water privileges attaching under the common and statute law to the proprietorship of the land. This right is affected by certain provisions of the acts of Congress of July 26, 1866 (14 Stat., 253), July 9, 1870 (16 Stat., 217), and May 10, 1872 (17 Stat., 91), now embodied in sections 2339 and 2340, United States Revised Statutes. These sections read as follows:

SEC. 2339. Whenever by priority of possession, rights to the use of water for mining, agricultural, manufacturing, or other purposes have vested and accrued, and the same are recognized and acknowledged by the local customs, laws, and the decisions of courts, and the possessors and owners of such vested rights shall be maintained and protected in the same; and the right of way for the construction of ditches and canals for the purposes herein specified is acknowledged and confirmed; but whenever any person, in the construction of any ditch or canal, injures or damages the possession of any settler on the public domain, the party committing such injury or damage shall be liable to the party injured for such injury or damage.

SEC. 2340. All patents granted or pre-emptions or homesteads allowed, shall be subject to any vested and accrued water rights, or rights to ditches and reservoirs used in connection with such water rights as may have been acquired under or recognized by the preceding section.

The foregoing statutes recognize the rights subsisting under the "local customs, laws, and the decisions of courts" to the use of water for mining, agricultural, manufacturing, or other purposes, and enact that the possessors and owners thereof shall be maintained and protected in the same, and the right of way for the construction of "ditches and canals" for the purposes specified is acknowledged and confirmed. All patents granted or pre-emptions or homesteads allowed are made subject to the rights so recognized, acknowledged, and confirmed.

The statutes of Colorado, which provide elaborately for the regulation and protection of such water rights, may be found in the General Statutes, State of Colorado, of 1883, page 560 *et seq.*, and for information on the general subject, Gould on Waters, sections 226 to 240, inclusive, may be consulted.

The "local customs, laws, and decisions of courts," so far as I am able to ascertain, appear to admit of the diversion of water from streams to an extent beyond what is implied in the expression, "necessary for use on the lands fronting on the streams for irrigation and mining purposes." They seem to contemplate the conveying of the water for use beyond the land fronting immediately on the streams, and even for use in reservoirs, for mining, agricultural, manufacturing, and other purposes.

In reference to the inquiry touching the rights of riparian owners, I can only suggest, with the limited data in my possession, that the question, having reference to the vested rights of owners under existing laws, does not appear to be one for legislative or departmental action, and that in case of controversy the courts are open for the adjudication of the rights of such parties, whatever they may be, under the law and the facts of the particular case.

Very respectfully,

S. M. STOCKSLAGER,
Commissioner.

Hon. WILLIAM F. VILAS,
Secretary of the Interior.

C

L E T T E R

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING,

In response to Senate resolution of January 10, 1889, relative to the claim of Pennsylvania for certain moneys expended in 1864.

FEBRUARY 19, 1889.—Laid upon the table and ordered to be printed.

TREASURY DEPARTMENT, *February 18, 1889.*

SIR: In reply to the resolution of the Senate of January 10, 1889, "That the Secretary of the Treasury be, and is hereby, directed to re-examine and audit the claim of the State of Pennsylvania for money expended in 1864, for which re-imbursement was provided by act of April 12, 1866 (14 Stats., p. 42), and to report the balance found due thereon for the consideration of Congress provided the appropriation made by said act is not available for the payment thereof," I have the honor to state that as the act referred to in the resolution invested the Secretary of War with special and exclusive jurisdiction over the claim in question, this Department is not advised of any law under which the Secretary of the Treasury can re-examine and audit said claim.

Respectfully yours,

HUGH S. THOMPSON,
Acting Secretary.

The PRESIDENT PRO TEMPORE U. S. SENATE.



MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A proposition relative to the Seminole Indian lands in Indian Territory

FEBRUARY 19, 1889.—Read and referred to the Committee on Indian Affairs and ordered to be printed.

To the CONGRESS:

I herewith submit for your consideration a communication from the Secretary of the Interior, transmitting a proposition made on behalf of the Seminole Nation of Indians for the relinquishment to the Government of the United States of their right to certain lands in the Indian Territory.

GROVER CLEVELAND.

EXECUTIVE MANSION,
February 19, 1889.

DEPARTMENT OF THE INTERIOR,
Washington, February 18, 1889.

SIR: I have the honor to submit herewith a communication from John F. Brown and Thomas Factor, delegates of the Seminole Nation of Indians, duly appointed by the national council, and authorized to represent that nation and finally dispose of its claim mentioned in this communication.

This communication seeks to place the claim of the Seminole people for additional compensation on account of their lands ceded by the treaty proclaimed August 16, 1866, upon the same foundation as that of the Creek Nation, whose agreement you have recently submitted to Congress. The difference lies in few words, but is important. Article III of the treaty with the Creeks, concluded June 14, 1866, reads as follows:

In compliance with the desire of the United States to locate other Indians and freedmen thereon, the Creeks hereby cede and convey to the United States, *to be sold to and used as homes for such other civilized Indians as the United States may choose to settle thereon*, the west half of their entire domain, to be divided, etc.

But, as shown in this communication, the Seminole treaty reads as follows:

In compliance with the desire of the United States to locate other Indians and freedmen thereon, the Seminoles cede and convey to the United States their entire domain, being the tract, etc.

The Seminole treaty omitted, therefore, the words such as those underscored [*italic*] in the above extract from the Creek treaty, by which a condition subsequent, or a limitation to a use, was provided. A new conveyance or cession by the Seminole Nation would add nothing in law to the title which the United States already possess. There is nothing, as it seems to me, in this condition of things which authorizes this Department, without legislation distinctly providing for it, to make any further agreement for additional compensation, even conditional.

It is claimed, however, and perhaps with force, that the cession by the Seminoles was, in fact, made upon the same understanding, in support of which they refer to the words of recital above quoted, and aver in further proof that they have always so understood it, and that that understanding has been in some degree recognized by the act of 1885, which directed negotiations to be opened with them as well as with the Creeks and Cherokees, and otherwise. In view of this, they ask that the whole matter be submitted to Congress with such recommendation as may be deemed proper, and express their willingness to abide by the decision and action of that body. There appears to be reason to suppose that the treaty was made with the expectation that the lands would be used as homes for other Indians and freedmen, and that the Seminoles have claimed that a failure to so use them gave them some right, but in the clear absence of any stipulation for that purpose I am unable to recognize any demand upon the Government or to fix upon any sum which might, in generous consideration, be granted them, if any such action should be esteemed desirable or proper by the Congress.

I therefore submit the communication for such action as you may think proper to take in respect to presenting it to Congress or otherwise.

I have the honor to be, very respectfully, your obedient servant,
WM. M. VILAS,

The PRESIDENT.

Secretary.

WASHINGTON, D. C., *February 15, 1889.*

Hon. WILLIAM F. VILAS,
Secretary of the Interior:

SIR: We, the undersigned delegates duly appointed and empowered by the Seminole Nation of Indians to enter into negotiations with the proper authorities of the United States for the final disposition and relinquishment of certain lands in the Indian Territory, have the honor to state—

That by treaty proclaimed August 16, 1866, the Seminoles made a conditional cession to the United States of their lands in the Indian Territory, estimated at 2,169,080 acres, at the rate of 15 cents per acre, for the purpose of locating other Indians and freedmen thereon.

Article 3 of said treaty shows clearly the intent and purpose of the contracting parties. It reads as follows:

In compliance with the desire of the United States to locate other Indians and freedmen thereon, the Seminoles cede and convey to the United States their entire domain, being the tract of land ceded to the Seminole Indians by the Creek Nation under the provisions of article first, treaty of the United States with the Creeks and Seminoles, made and concluded at Washington, D. C., August 7, 1856 (11 Stat., 699). In consideration of said grant and cession of their lands, estimated at 2,169,080 the United States agree to pay said Seminole Nation the sum of \$325,362, said purchase being at the rate of 15 cents an acre. (14 Stat., 756.)

These lands, at the date of said treaty of 1866, were the property of the Seminole Indians, secured by the treaty of August 7, 1856.

Articles I, III and IV, of the said treaty of 1856, are as follows:

ARTICLE I. The Creek Nation doth hereby grant, cede, and convey to the Seminole Indians the tract of country included within the following boundaries, viz: Beginning on the Canadian River, a few miles east of the ninety-seventh parallel of west longitude, where Ock-he-appo, or Pond Creek, empties into the same; thence due north to the North Fork of the Canadian; thence up said North Fork of the Canadian to the southern line of the Cherokee country; thence with that line west to the one hundredth parallel of west longitude; thence south along said parallel of longitude to the Canadian River, and thence down and with that river to the place of beginning.

ARTICLE III. "The United States do hereby solemnly guaranty to the Seminole Indians the tract of country ceded to them by the first article of this convention; and to the Creek Indians the lands included within the boundaries defined in the second article hereof; and likewise that the same shall respectively be secured to and held by said Indians by the same title and tenure by which they were guarantied and secured to the Creek Nation by the fourteenth article of the treaty of March 24, 1832, the third article of the treaty of February 14, 1833, and by the Letters Patent issued to the said Creek Nation on the 11th day of August, 1852, and recorded in volume 4 of records of Indian deeds, in the Office of Indian Affairs, pages 446 and 447."

ARTICLE IV. "The United States do hereby solemnly agree and bind themselves, that no State or Territory shall ever pass laws for the government of the Creek or Seminole tribes of Indians, and that no portion of either of the tracts of country defined in the first and second articles of this agreement shall ever be embraced or included within, or annexed to, any Territory or State, nor shall either, or any part of either, ever be erected into a Territory without the full and free consent of the legislative authority of the tribe owning the same."

Thus it will be observed that the Seminoles purchased the said lands from the Creek Nation, with the advice and consent of the United States, and held them by title in fee-simple from the date of purchase until conditionally ceded to the United States as aforesaid.

It is unnecessary for us at this time to state or refer to the causes which induced our people to agree to the terms and conditions of the said treaty of 1866. We might say, however, that our people were anxious to maintain harmonious relations with the Government, and in order to do so they were led to believe that it was necessary to surrender their domain to be used as homes for other Indians and freedmen.

But, in thus surrendering their homes, it was not their intention or purpose to endow other Indians or the United States with lands for speculative purposes.

They ceded the said lands, as shown by the treaty, for the express purpose of locating other Indians and freedmen thereon and for no other purpose. Had they known or suspected that said lands were to be used or disposed of by the United States for any other purpose than the one specified in the treaty, they would not have ceded the lands at any price, and certainly not for the pittance of 15 cents per acre.

The said lands when so ceded were worth not less than \$2.50 per acre, and some of them were worth and could have been sold for \$5 per acre and more. But the Indians throughout the Indian Territory having been greatly disturbed and broken up in their internal and political relations by the late war of the rebellion, the Seminoles, like other tribes, were willing to make liberal concessions in order to maintain harmonious relations with the Government, and at the same time save the Indian Territory as a permanent home for Indians only, rather than have the laws of a State or Territory extended thereover and the Indians brought within the jurisdiction and control of the same. That was the real consideration for said cession, instead of the 15 cents mentioned in said treaty.

Mark the language used in the treaty. "In compliance with the desire of the United States to locate other Indians and freedmen thereon, the Seminoles cede," etc.

The meaning and intent of this language was fully understood by all parties in interest when the treaty was made. Nobody intimated or thought for a moment that any part of the lands so ceded would or could, under such a conditional cession, ever be used or disposed of by the United States in any other way than as expressed in the treaty.

Nor can they be diverted to any other purpose or included within the limits of a Territorial government without the consent of the Seminole Nation, and without just compensation for said lands.

The status of these lands, as shown by Senate Executive Document No. 50, Forty-eighth Congress, second session, is the same as that of the lands conditionally ceded by the Creek Nation under the treaty of 1866, only the language used in the Seminole treaty is stronger and more explicit, if possible, than that used in the Creek treaty.

The Creek lands, as will be observed, were ceded to the United States to be sold to other Indians, etc., while the Seminole lands were ceded for the express purpose of locating other Indians and freedmen thereon and for no other purpose.

Nor could freedmen generally be located thereon, but only such as had been slaves among the Indians in the Indian Territory. See letter from Commissioner of Indian Affairs to Hon. John Q. Tufts, U. S. Indian Agent, Union Agency, Ind. T., of date February 18, 1885. Also letter from Commissioner Atkins to the honorable Secretary of the Interior, of date March 22, 1886, herewith transmitted.

Whatever amount of the land so conditionally ceded was necessary and has been used by the Government as provided in said treaty for locating other Indians thereon, as, for instance, such an amount as the United States gives to its citizens under the homestead law (160 acres each) or such an amount as the Dawes bill allows to each Indian, or such an amount as the act of Congress approved May 23, 1872 (17 Stats., 159) allows to each Pottowatomie and absentee Shawnee in the Indian Territory; that, we submit, would be a proper disposition of said lands as contemplated by the treaty of 1866. Again, if a tribe or band of Indians, as for instance the Pottowatomies, was located partly on lands ceded by the Creeks and partly on lands ceded by the Seminoles, then we submit that in justice the Pottowatomies should be required to take their proper allotments proportionally from the lands ceded by each nation.

But to take said lands and by an executive order set them apart to tribes of Indians, as, for instance, the Cheyennes and Arapahoes, who paid nothing for the lands they occupy, and whose reservation embraces several million acres more than is necessary for homes for such Indians, we submit is not in keeping with the letter or spirit of the treaty of 1866.

Again, a few Pottawatomies and Absentee Shawnees, most of whom are citizens of the United States, as we are informed, have spread themselves out over a reservation embracing 575,877 acres, a part of which was ceded by the Seminoles under the treaty of 1866. These Indians have no right to the lands they occupy, except such as they acquired under the act of Congress approved May 23, 1872, viz:

To each head of a family, and to each other member twenty-one years of age, not more than one-quarter section, and to each minor of the tribe not more than eighty acres. (17 Stat., 159.)

When, therefore, the individual Indians, now occupying the lands so ceded by the Seminole Nation, shall each have been provided with the amount to which they are entitled under treaty or existing law, the remainder of said lands, we insist, should take their place by the side of

the 495,093.37 acres of unassigned Seminole lands embraced in Oklahoma proper, and in the negotiation and settlement of the matter be considered the same as the said Oklahoma lands. But if, under the technical rules of construction, we are mistaken as to the legal effect of the third article of the treaty of August 16, 1866, we insist that we are not to be held to such construction, but on the contrary, we are entitled in justice and good conscience to have the treaty construed by the rule laid down by Chief-Justice Marshall in *Worcester vs. Georgia* (6 Peters, pp. 515, 582), and re-affirmed in *Choctaw Nation vs. United States* (119 U. S. Supreme Court Report, pp. 27 and 28), where it is said:

How the words of the treaty were understood by this unlettered people, rather than their critical meaning, should form the rule of construction.

That we understood it as herein set out is a fact evidenced by our whole course of conduct, and likewise recognized by the repeated action of the United States, the latest expression of which is the act of March 31, 1885, authorizing the President to open negotiation with the Seminole Indians for the extinguishment of their claims to these very lands.

We are advised that Congress proposes to use the unoccupied lands ceded by the Seminoles under the treaty of 1866 for purposes other than those intended and specified in said treaty. To this the Seminoles do not object, provided they are paid for said lands the difference in price between fifteen cents per acre and the real value of said lands. The said lands are centrally located in the proposed new Territory of Oklahoma, and are unsurpassed in fertility. We are here, as already stated, with full authority from the Seminole Nation to negotiate for the final disposition of the lands in question.

If, however, after examining the questions involved, you should be of the opinion that the legal rights of the Seminole Nation in and to the said lands conditionally ceded as aforesaid are not sufficient to warrant you in negotiating with us on behalf of said nation, then and in that event we would, and do hereby, respectfully ask that you submit the whole matter to Congress with such recommendation as you deem right.

We are willing to abide by such decision and action as that honorable body may deem just and equitable.

Respectfully submitted.

JOHN F. BROWN,
THOMAS FACTOR,
Seminole Delegation.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING,

In response to Senate resolution of February 14, 1889, copies of testimony relative to frauds in New York custom-house.

FEBRUARY 20, 1889.—Referred to the Select Committee to Examine the Condition of the Civil Service and ordered to be printed.

TREASURY DEPARTMENT,
February 19, 1889.

SIR: In compliance with the resolution dated the 14th instant, wherein I was directed to furnish to the Senate copies of all the sworn testimony in regard to alleged frauds and undervaluations in the New York custom-house, taken by Special Agent Byrne, and submitted with his report dated November 1, 1887, I have the honor to transmit herewith copies of the papers referred to.

Respectfully, yours,

HUGH S. THOMPSON,
Acting Secretary.

Hon. JOHN J. INGALLS,
President of the Senate pro tempore.

EXHIBITS.

EXHIBIT 99.

THOMAS S. TICE, assistant appraiser, 8th division, being duly sworn, makes the following statement:

I have been assistant appraiser of the 8th division, relating to sugars, since March 8, 1887. As a part of my presumed duties I, upon one occasion near the end of the month of March, detailed, or rather changed, the places of three sugar samplers, who had already been assigned to certain districts by Mr. Bowne, an examiner under me, to other districts, when in a couple of days after I had made the change of detail, Mr. McMullen, the appraiser of the port, notified me in writing that I must replace the men on the districts assigned to them by Mr. Bowne. This official notification I took home, as I did not consider my desk a safe place to keep it, it having only an ordinary lock and key, and I desire to keep that notification for my own protection.

By this letter I understood that I was relieved from any authority and had no right to make details of samples to sugar-sampling districts. I have this notice from the appraiser in my possession still and will let you see it, but will not let you make a copy of it or retain it in your possession without the order of my superior, recognizing at the same time that Special Officer T. Aubrey Byrne and Special Agent H. A. Moore are conducting this investigation by authority and direction of the hon. Secretary of the

Treasury, but think if it included the delivery to them of official papers or documents he would have so noted it in his communication addressed to officers and employés dated July 1st, 1887.

Mr. James Burt visited the sugar division, in the office, and requested to see Examiner Remsen in my presence, and I said certainly. Whereupon he was called in, and Mr. Burt said in substance that he understood Mr. Remsen had been before the sugar investigating committee, and was bound to secrecy, and that he did not want to ask him any improper questions, but he wished to ask him a question or questions, and he then asked him if he knew if anybody had said that he had more influence than anybody else at the appraiser's store, to which Mr. Remsen replied that he could not think of any. A day or two previous to this Mr. Burt was in the 8th division and inquired of me if I knew Special Agent Moore, or whether he was an acquaintance of mine, and I replied that I had never seen him but twice.

Mr. Burt visits the 8th division nearly every day. Mr. Dreyfous and other brokers sometimes send a clerk or messenger, but I have never known Mr. Burt to send anybody. I think Mr. Remsen, the sugar examiner, is an upright and conscientious officer. Mr. Remsen is next to me in authority, as I understand it, in the 8th division, and has sole charge of the sugar room. I believe all sugars are sampled by mark as they are laid out. Mr. McElwee, the examiner, sent me a note complaining of Jas. Maloney, the sampler, detailed to convey samples from docks to appraiser's store, stating that he was in the habit of permitting his son, who was not a sworn officer, to drive the wagon to the appraiser's store, he not accompanying them.

Mr. Bowne, another examiner, later on, or about the same time, called my attention to the same fact, which I reported to the appraiser in writing, I think; and I thereupon ordered the practice stopped, and that under no circumstances should the samples be taken from the docks except in charge of a sworn officer. This order was given under authority of the appraiser. *I have received a letter from Verrinder & Callaghan, 101 Wall street, N. Y., representing a number of sugar-houses, complaining that they did not get the sugar samples belonging to their firms that they were entitled to. I sent the letter to the appraiser, who directed me to investigate it.

I then called in Mr. Jas. Dale, of the sugar-room, in charge of the returnable samples, who informed me they were getting all they were entitled to, and I notified the appraiser that it seemed to be a question of veracity between Mr. Dale and the complainants. It has been the practice among officers and employés of the 8th division to hand Mr. Dale their vouchers to get their checks on the last day of the month. Mr. Trainer or Mr. Johnson mail notices of classification of sugar at close of business each day, except those that are called for, and I think Mr. Burt gets all of his notices by calling for them. I know of no violation of the regulations or irregularity in this procedure. I do not consider it any annoyance to the employés of the 8th division by these visits of the sugar representatives. I have never known but one re-test being asked for. I have never known Mr. Burt to be in the sugar-room, or heard if he has been there, and if he has it was without my consent. This statement will apply to all sugar brokers.

I was informed by the firm of Smith and Shipper that they requested re-sample. The examiner refused re-sample on the ground that the original *re-sample* packages had been destroyed, and the request was refused solely on that account. I have never written an order permitting the removal or melting up of sample or re-sample packages. Samples classified by Dutch standard are not placed in glass bottles and sent to the custom-house. I know of no regulation permitting non-performance of this requirement as per par. 32. I think that all importations of sugars at this port are reported upon the classification sheet. There is no reason, in my opinion, why any material errors should occur in those sheets.

I do not know of any posting, public or otherwise, of damage allowances on sugars, as I have nothing to do with them. I have no knowledge of any regulation permitting or authorizing sugar importers to ask for re-test other than the custom I found prevailing in my division when I took charge. It is a common occurrence for merchants to ask for re-test.

I make this statement in answer to interrogatories propounded to me.

THOMAS S. TICE.

Sworn to and subscribed before me this 6th day of July, A. D. 1887.

T. AUBREY BYRNE,
Spl. Treasury Officer.

*On page — lines marked 1 and 2 were changed with my authority and in my presence.—T. S. Tice.

[The sentence above referred to by Mr. Tice originally read as follows: "I have received a letter from certain representatives of a number of sugar-houses complaining that they did not get the sugar samples belonging to their firms that they were entitled to."—Printer.]

THOS. S. TICE, asst. appraiser of the 8th division, makes the following statement this 7th day of July, 1887:

I have carefully read the sugar sampling regulations of 1883, 1884, 1885, and 1886 relating to sugar and failed to find any order of Department authorizing a re-test of a sample when asked for by an importer or broker. In changing the designation of a sampler on or about the latter part of March, 1887, for the next month, in which action I was overruled by an order from the appraiser, I was careful not to violate the regulation which requires that samplers shall not be on any given district longer than for one month. The name of the firm which has the right to obtain from the sugar-room at the appraiser's store, the residue of sugar samples of firms they represent is Verrinder & Callaghan, No. 101 Wall street, N. Y.

On or about May 28th, 1887, a request was made in writing to my office from the owners of 5,600 bags of sugar at the refinery of Dick & Meyer asking that a re-sample be made of said cargo. Sugar Examiner B. D. C. Foskett was detailed by me, through Examiner Remsen, to re-sample the same. Examiner Foskett found that of the total number of re-sample bags stenciled "U. S. Re-sample" but 180 remained, the balance having been melted up in the refinery. He thought that the bags gave evidence of having been freshly stenciled, as also did his samplers, Twamley and Mills, whereupon he refused to make re-sample. All papers in this case, with the facts relating thereto, were submitted to the appraiser, and subsequently returned by him to me. I have heard nothing further in this case.

If Mr. Dale, the messenger and opener and packer connected with the sugar-room, gets the residue from sugar samples, it is without my knowledge or consent. I have no person detailed to demand passes, and as a matter of fact did not know that a pass was requisite for admission to the 8th division. This statement is made in answer to interrogatories propounded to me.

THOMAS S. TICE.

Sworn and subscribed to before me this 7th day of July, A. D. 1887.

T. AUBREY BYRNE,
Spl. Treasury Officer.

TO ASST. APPRAISER 8TH DIVISION:

Wanted: Letter of Appraiser Hay authorizing examiners to do as well as they can in sampling mark by mark.

Can find no such letter.

C. H. TRAINER.

NEW YORK,

U. S. Appraiser's Store, July 9th, 1887.

NEW YORK, July 30, 1887.

T. S. TICE, asst. appraiser 8th division, further states as follows:

The day following the examination of Examiner McElwee by you, on or about the 23d instant, I was waited upon in my office by Examiner R. E. Bowne and Samplers F. Leimbach, A. G. Mundy, and P. T. Rahl.

Mr. Bowne then requested these gentlemen to make their statement to me, which they did to the following effect: That Examiner McElwee had intemperate habits, and that upon one occasion had seen him in his district office intoxicated.

To this I replied that they should present their charges in writing, since which time I have not heard from them.

I asked them when this occurred, and they replied in last May.

As these men, if their statement is correct, should have reported this occurrence when it happened, I am led to believe that they have only done so now in order to damage any testimony that may have been given by Examiner McElwee before you.

THOMAS S. TICE,
U. S. Appraiser, Port of New York.

TO Ass't Appraiser T. S. TICE:

The following articles will hereafter be passed in the 1st division, viz: Confectionery, glucose, honey, molasses, melado, and sugar, and the following articles have been transferred from the 1st division to the 8th, to wit: Personal effects and sample office packages.

Very respt.,

LEWIS McMULLEN,
Appraiser.

JULY 30, '87.

EXHIBIT 100.

NEW YORK, *July 7, 1887.*

ROBERT E. BOWNE, examiner 8th division U. S. appraiser's store, states as follows:

I was appointed originally in 1866 laborer at the public store; March 4, '70, was made opener and packer; July, '78, was made examiner, which position I now hold at a salary of \$2,500 per year.

By authorization of Ass't Sec'y Fairchild, May 18, 1885, permission was granted Appraiser McMullen to detail me "to supervise the sampling of sugars and attend to the verification of original sampling when in the judgment of the appraiser this may be necessary for the protection of the revenue."

In the latter part of March of this year I made out the usual detail of samplers, as it was customary for me to do under instructions of former ass't appraiser Frank Hay, and also endorsed by verbal authority of Appraiser McMullen, and handed the list to the present ass't appraiser, Mr. Tice, my superior officer in the sugar division. Mr. Tice folded up the paper, placing it on his desk without considering it, remarking, "Do not promulgate this list, as I shall make several changes in it." I then went to the appraiser and stated the facts to him, when he asked me what changes Mr. Tice proposed to make in the list. I told him that I did not know, as Mr. Tice's list was not yet given out, and told him also that perhaps it might be best in the matter to wait until Mr. Tice's list was made out, as I understood from Mr. Tice that he would make several changes in the detail.

One or two days after, Ass't App'r Tice sent for me and asked me if I had a copy of the original list I had given him, as he had destroyed the first one. My reply was, "No, sir; but I could draught another one," which I did, and he approved it, as originally submitted to him by me. In other words, my detail was approved by the appraiser and was allowed to stand, while the proposed changes by Mr. Tice, the ass't appraiser, was not permitted. There were three or four changes in Mr. Tice's detail, I think, the most prominent change being that of Sampler McDermott from district No. 2, on which the refineries are located, to district No. 1. I desired that Mr. McDermott should serve on No. 2, to more properly equalize the work. The details of sugar samplers have, since that time, been made by me, although always submitted by me to Mr. Tice. Mr. Remsen, the examiner, is rated as next in rank to the ass't appraiser, and is recognized as in charge of the sugar-room, having particular charge of invoices and preparation of samples for laboratory. I assist Mr. Remsen occasionally with his duties when my outside duties permit, and have sole charge of details and general supervision of the sampling and re-sampling. The other examiners act under my directions. From information which I had received from various sources I was led to believe that my prerogatives as in charge of the outside work of the 8th division were to be curtailed on the ground that I had been showing favoritism.

It is not the custom to draw samples from ceroons, mats, and bags and mix them on paper on the wharves. Tins are always provided and used, but in making up samples from Philippine Island sugars occasionally samples are made upon the wharf on paper, but very rarely. Samplers and examiners, and I think Teamsters Keely and Maloney, have keys to sample boxes. Under Ass't Appraiser Hay, Maloney for some time was not required to accompany the wagon on account of severe illness, while his son, not a sworn officer, conveyed the samples. My instructions to district examiners are to carry the keys of the closets where samples are left over night. I have carefully scrutinized the sugar sampling regulations of May 22, '83, but can find no authority for granting re-tests upon application of importers, and I have no knowledge of any Department authority of any kind on the subject. Relative to the sampling of sugars not laid out mark by mark as required by regulations, and in cases where the marks are obliterated, action is taken as follows: The examiners are instructed by me where marks are distinguishable in all cases to sample only by mark; where marks are obliterated the representative packages are taken and an additional percentage taken from general cargo for comparison.

I have never instructed the district examiners or samplers to refuse to sample cargoes of sugar that were not laid out, mark by mark, but have instructed them, as stated, to take an additional percentage of samples from the general cargo, to protect the Government as well as possible. It is a fact that large quantities of sugar come to this port, not indicated on the invoice, mark by mark, whereby great difficulty is experienced by the appraising officer to properly classifying said sugars and also jeopardizing the proper collection of duties. And it is also a fact that marks of sugars are indicated on invoices, while the permit checked by the deputy collector orders the per cent. to be sampled, without regard to mark, thereby causing a great deal of unnecessary labor, delay, and risk to the customs revenue, and forcing an amount of responsibility upon the appraising officers that does not properly belong to them.

It is a fact well known to me that the U. S. weighers of the surveyor's department, when weighing sugars, ignore the proper sugars belonging to the proper mark and simply weigh out enough sugar to represent that mark, irregardless of what the mark may be upon the sugar, and by which means the proper collection of the revenue is imperilled. This is not the rule, but it frequently occurs. It is a fact that Iloilo and Manila sugars are rarely laid out properly, mark by mark, therefore the proper classification of these sugars is imperilled, and where we can not lay them out mark by mark, although it is not our business to do, we use our own labor and sample them as "best we can," according to the custom in vogue at the appraiser's store. There have been many cases under my observation where invoices of sugar do not properly declare the grades and kinds of sugar covered by the invoice, making it a great difficulty to properly collect the revenue. I should say that we have been receiving in the last two years at this port larger quantities of South American sugars than ever before. This also applies to sugars from the Philippine Islands (Iloilo, Manila, Cebu).

The use of properly indented tin tags, indicating the mark and grade of the sugar, would, in my opinion, if attached to every package, greatly simplify the selection of packages by mark and would better enable the collection of the revenue. They could be fastened to wooden packages by tacks and to ceroons, mats, and bags by wire.

My instructions to the district examiners, and by them promulgated to the samplers, relative to keeping their triers clean, are that they shall use the crocus-cloth and sweet oil prescribed by regulations. There is necessity for the use of sponges, but not wet ones. This is not permitted by the regulations, but it was authorized by Special Agent Ira Ayer, who instructed all of us in the matter at the same time. It is not a fact to my knowledge that samplers use a soaking wet sponge upon their triers before inserting them in the sample packages. I have known a few instances where this has been done, and have reprimanded the sampler whenever I have known it. I have instructed the examiners from time to time to pay particular attention and prevent the practice of using wet sponges.

A few months since my attention was called by Examiners Remsen and Davis to some samples that were too wet. I investigated the matter and found that water had reached the sample cans through accident on the part of some sampler wringing his sponge. I brought this to the attention of the examiners and samplers, showing them the samples, and explaining how ruinous to the revenue the use of water is to samples, and as punishment I ordered the discontinuance of the use of sponges on short triers for one week. In the use of sponges on the long triers on sampling hogsheads the sponge is drawn through the trier each time before inserting it in another sample package. But one sponge is used. In the case where water might be left in the triers I always instruct the sampler to draw his thumb down through the groove in the trier, that all the water which might remain in the trier be eliminated.

A short time since I discovered that water had been immoderately used in seven or eight sample cans. Inquiry made of the examiner (Mr. McElwee) in charge of the district failed to develop who the sampler was, and in the absence of proof could do nothing but reject the samples. That is the custom in the sugar-room in such cases. My instructions to samplers are, in regard to sampling packages which have become footy or low in grade, to take of such packages a fair representation of the free and the footy. I can not think of any violation of this direction. A man acting contrary to these instructions I would at once report for removal. In regard to sampling sugar in mats, in which the sugar has become crusted, my orders are to break out the crust and get into the free sugar. To sample these bags a knife is used, though I understand at Philadelphia a short trier is used. Mr. Hay, late asst. appraiser, ordered the discontinuance of the use of red plugs.

In regard to the melting up of sample packages referred to in Art. 28 of the regulations, examiners on the sampling districts over the Government telephone have communicated me and inquired whether or not the sample packages could be melted up. I have replied that so far as we were concerned the test was satisfactory, and that the representative of the importer was satisfied with the classification. Frequently it is the case, when re-samples have been required by the importer, that they have already been melted up, and it has also happened when the Government required re-samples, as, for instance, in the Hunt cargo (Moore-Wood case).

In five Government sampling districts telephonic communication is had direct with the sugar-room, and it is of daily occurrence that instructions issue between the districts and the sugar-room over said wire.

We do not consider the classification of a cargo of sugar completed until the importer accepts said classification; where the importer is dissatisfied with the classification, he, within the 24 hours, asks for re-test, subject to re-sample in nearly every instance. I consider that it is the business of the importer's representatives or brokers, evidenced by his presence at the appraiser's store, to facilitate in every way, if possible, the rapid and satisfactory classifications of his goods and passage of his invoices; and by obtaining re-tests of the marks he objects to, he does receive satisfactory classification. I have

known some instances where retained sample of the re-sample had been re-tested, thus making four tests of a certain mark on application of the importer or his representative.

Brokers Burt and Dreyfoos visit the sugar division in the interest of their clients nearly every day, as they represent the largest refining and importing interests at this port.

District No. 2, in which are located the refineries, receives more than one-half the imports at this port, in my opinion.

On the — day of June, 1887, A. Lueder & Co. imported 22,000 bags South American sugar, Ex. "Crown Prince." It was landed at Watson's stores, District No. 3. Mr. McElwee, sugar examiner, was in charge of the cargo. The importer asked for a re-sample. After the re-sample had been drawn, a fraudulent stencil plate ("U. S. Re-Sample") was found in the cargo, in the warehouse, which occasioned considerable suspicion. The original test for classification of the sugars was 85.3, and that of the re-sample 84.9, the latter lowering the rate for duty one full degree. This suspicious affair was evidently an attempt on the part of some one to defraud the Government. Before giving out the result of the re-sample, we took a third sample from the general cargo, tested it, and as the test conformed to the first re-sample, we allowed the classification for duty to stand. This was satisfactory to the importers. The reason that I know this was a fraud stencil is because of the fact that the lettering of the stencil which had been put upon the bags was in many respects different from the lettering cut in the fraudulent plate. I have heard and known of similar transactions at this port before.

I do not extend any facilities to Mr. Burt that I do not accord to others, and I might perhaps add with truthfulness that I might inconvenience myself a little more to accommodate Mr. Dryfoos, who is generally looking after his client's interests on the docks, while I have never seen Mr. Burt on the docks at all. Mr. Dryfoos is on the dock sometimes before our employes get there, oftentimes accompanying them to their work. As a rule he stays there until our samples are drawn.

From general impression and observation, I am led to believe that Mr. Burt and Mr. Dryfoos are not on friendly terms.

Of the examiners and samplers employed at the present time I know of no act traced to them which would shake my confidence in their integrity.

I have been informed by Examiner Remsen that sugar broker Jas. Burt called him out of the sugar-room and catechised him in reference to his examination on the pending investigation of sugar matters. Mr. Remsen asked me if I did not know that it had been stated that Burt run the sugar division. I replied that I had heard it stated, but by parties whom I did not consider responsible. Among those were Mr. Dryfoos, the sugar broker, and some of the discharged employes of the sugar division. I knew Capt. Osborn, chief clerk, and Mr. Jos. A. Lackey, record clerk, both formerly in the sugar division. I always considered Capt. Osborn an upright, honorable, and credible man. As to Mr. Lackey, I know nothing against his integrity, although I would not give the same weight to his word that I would to that of Capt. Osborn.

If an invoice of Iloilo sugar was written up thus,

- I. Iloilo, 89-70,
- II. Iloilo, 89-70,
- III. Iloilo, 89-70,

it would seem to me that, from obliteration of marks or other cause, the cargo could not have been regularly sampled mark by mark. The fact is that frequently cargoes of Iloilo sugars come in such a manner that they can not be properly laid out mark by mark, and a general sample is taken from the cargo, care being taken by the samplers to take a percentage of each grade.

The Government should, in my opinion, insist upon a different method of making out sugar invoices from the Phillipine Islands, and a regulation requiring the proper marking of grades would have a salutary effect and inure to the safety of the revenue. In my experience, Iloilo sugars have come in with marks inverted thus: Those marked No. 1 might show No. 3 mixed with them, and the same with No. 2 "and No. 3," and on account of this mixing of marks the interests of the revenue are imperilled.

It is a fact that importers of sugar do receive private advices from the shipper which explain facts as to the make-up of the cargo, which do not appear upon the invoices. I do not say that this is the rule, but I do know that it does occur in some cases. Take for instance a cargo of Porto Rico sugar, seven hundred and eighty-five hogsheads, invoiced and permitted "no marks" "N. M.," and yet as a matter of fact, we find upon applying to the importers or their representatives, twenty to twenty-five marks of high and low grade sugars, twenty-five hogsheads going above No. 13 D.S. It is only by the exercise of the most scrutinizing care, that the Government revenue is not defrauded. A general sample should never be made under these circumstances. We often find that the U. S. sample packages have been sampled by importers' samplers before the U. S. sampler draws his sample, which is in violation of the regulations, and should not be allowed. We have protested again and again to the collector's officers, but have never received any satisfaction therefrom.

Some years ago samplers were instructed to refuse to draw samples from mutilated sample packages, but this is not an enforced order to-day. It is a fact that as soon as the sample packages are laid out they are trucked into the refineries, tried in sampling order, and there remain until our samplers have completed their work, though 24 hours or more may elapse, giving a dishonest refiner the opportunity, if so disposed, to manipulate the sample packages. I know of a case of this kind which happened in connection with the Brooklyn sugar refinery, (W. C. Jacobs, examiner) and two other cases that were unsatisfactory and appearing to give evidence of the manipulation of the sample packages, and because they (the importers) never protested to our action in refusing to take the possibly manipulated sample packages, it tended to prove that some manipulation had taken place. This applies more particularly to the first case mentioned, and which occurred about a year since. Other cases are: Elenenhorst & Co., Swift & Co., McDonald & Co.

Examiners are invariably present when samplers are drawing their samples.

I never saw a tabulated statement of damage allowance posted as required by regulations.

Some means should be found whereby invoices could be written up more expeditiously, thus looking to the better interests of the service.

Mr. Jas. Burt has his reports of classification as soon as made placed handily in a book or blotter for his inspection. No other broker, to my knowledge, has such a book.

I have known cases of imported sugar, the invoices of which was indicated mark by mark, but the U. S. samplers found that the samples laid out did not represent the cargo mark by mark, and they, the samplers, drew their samples as well as they could, the marks being obliterated and the weighing officers acknowledging that the sugars could not be laid out mark by mark, and yet the weigher's official return showed that the sugar had been separated mark by mark, which was a false statement on the part of the weigher. In many of these cases the naval officer has returned the invoice to the 8th division for reconsideration, with the request that the classification be made to conform to the weigher's return.

The stencilling of sample packages is done by a laborer of the weighing officer, while the packages should be stencilled immediately after they have been weighed. I know of many instances where this has not been done until some time thereafter. The stencil is not kept as carefully in the custody of the weigher as it should be, for in the Elmenhorst & Co. case the laborer was able to obtain the stencil from the weigher's frame and use it fraudulently during the noon hour. The case was investigated by Spl. Agent Hanlon.

I know that Broker Dryfous has asked the samplers to give him a show in sampling the sugars he represented.

Weighing is often done while it has been raining, and samples have been drawn in wet weather, but always under cover.

I know that it has been the custom at the Havemeyer & Elder S. refinery to have the sample and re-sample packages (bags, mats, etc.) moved into the refinery warehouse and afterward the sample packages re-handled and placed in sampling-tiers, and sometimes distant from where they were originally placed. This has been done by the employes of the refinery, but I have cautioned the examiners, particularly in the case of re-sample, to give as close attention to this work as possible.

Fully two-thirds of our work is done at this refinery.

Sampling is sometimes done as late as 6 o'clock when handling a large cargo during the busy season. The sample wagons make two and sometimes three trips a day between the appraiser's store and the sugar districts when necessary.

So far as I know article 32, relating to the sending to the custom-house of samples of sugars above No. 13 D. S., is not complied with. The reason for this I do not know.

The amount of sugar classed as above No. 13 D. S. imported at this port is very small, not aggregating five tons a year.

In making up the exchange tabulated sheets of sugar imports and classification at this port great care is exercised to have them correct.

In my opinion samples of sugar tested in the dry substance, and exchanged between the ports of New York, Boston, and Philadelphia, should show, if the tests correspond, that the chemists at the three ports were evidently reading their instruments correctly.

As I consult the Boston tabulated sheets I find that from them it does appear that imported sugars at that port pay a higher rate of duty than is collected at the ports of New York and Philadelphia.

It is my belief, however, that Boston receives a higher grade of sugar than New York. This I learn from information that I have received from refiners and others, but of this I have no personal knowledge.

ROBT. E. BOWNE.

Sworn and subscribed before me this 9th day of July, A. D. 1887.

T. AUBRY BYRNE,
Sp'l Treasury Officer.

EXHIBIT 101.

JOHN S. MCELWEE, examiner 8th division, states as follows :

I was originally appointed in October, 1885, as sugar sampler, and made examiner in April, 1886, since which time I have been generally employed in examiner's duties. Mr. Tice, when he was first appointed assistant appraiser, told me that he intended taking charge of the detail of examiners and samplers, as that had been the custom of his predecessor in office, and looked upon it as his prerogative. He said he was presented with a list of the detail by Mr. Bowne, as made by him (Mr. Browne), and that, in looking at it, he deemed it advisable to make some changes. He indicated the changes to be made on the list. After he had done this he told me that he had received written orders from the appraiser to the effect that he must not interfere with the list as originally made out by Mr. Examiner Bowne, and showed me the appraiser's order. From that time to this, some months, Examiner Bowne has made the details.

On one occasion I questioned the authority of Examiner Bowne to direct and supervise me over the head of the assistant appraiser, and in a talk with the appraiser on the subject told him that it did not seem proper to you to be under orders from an examiner of the same rank as myself when there was a head to the division in the person of the assistant appraiser. He informed me that Examiner Bowne had been assigned by the Secretary of the Treasury as supervising examiner, and that I would have to take orders from him, which I have since done. While Mr. Tice is assistant appraiser and the recognized head of the division he has no control or direction of the examiners and samplers, Mr. Bowne being looked upon virtually as the head of the division. Mr. Tice told me that he sought and expected to obtain the assistant appraisership of the 2d division (jewelry and precious stones), vice Assistant Appraiser Stevens, removed; but Mr. Stevens being re-instated the next day, Mr. Tice was appointed to the 8th division as being the only one available. It was generally understood by the employes of the 8th division that Examiner Remsen was Mr. Sugar Broker Burt's choice for the assistant appraisership for that division.

I was endorsed by every sugar-house at this port (see papers now on file at the Department) for the assistant appraisership of the 8th division, with the exception of Havemeyer and Elder, whose endorsement I did not look for, as Mr. James Burt was their broker and felt pretty well assured that he would favor a man of his own choice for that position. I do recognize the fact that sugar-broker Burt has great influence at the appraiser's store in matters connected with the 8th division and U. S. laboratory.

Mr. Burt was former assistant appraiser of the sugar division, and several of the employes now in that division were officers under him. The samplers and clerks who were at that time under him have since been made examiners—as, for instance, Remsen, Bowne, Davis, and Jacobs.

In detailing samplers for duty on District No. 2 (the Havemeyer & Elder district) such samplers as Examiner Bowne detailed for said district, I understand to mean and be the preferences of sugar Broker Burt. I think that nearly everything that is done that concerns the division and which is of any importance where Burt's interests are concerned are talked over with him before they are executed. When I first was appointed in the 8th division hints were thrown out to me and in fact I was given to understand that I must do nothing to antagonize the interests of Sugar Broker Burt if I desired to rise in the service. The persons who gave me to understand this fact are still in the service. The statements were made to me during my service as sampler, by other samplers, the general drift of their statements being to the effect that Broker Burt had such a pull at the appraiser's store it would be to every man's interest not to antagonize him, for certain removals had been made of men who did not act as Mr. Burt might desire. This and other reasons is the cause of my belief of Mr. Burt's influence at the appraiser's store, and I am not alone in this opinion.

While I was a sampler on the Havemeyer & Elder district the samplers would not manipulate any samples while I was there. In fact, I do not believe the samples are ever manipulated, except that they are manipulated in the selection of the sample packages, as for instance, taking and selecting the poorer packages of the cargo for sample packages. Whatever further manipulation there is, is in the mixing and testing of samples for classification.

If I was supervising examiner I would recommend the removal of one-half the present force of samplers and make certain changes in the present force of examiners, with the recommendations for removal of one or two of them on the ground of incapacity. Another reason why I would recommend removals is that many of the present force of samplers, and some of the examiners, have been in the past associated with all that has been charged as corrupt. I look upon their present retention in office principally to the pull that Broker Burt has at the appraiser's store.

When I have been on duty at this district, meaning in the sugar room, which is the

office of the examiner when in charge of this (the first) district, I have always noticed that the presence of Sugar Broker Burt was always signaled to the employés of the sugar room in some such terms as these: "The Col. is here;" and then Examiner Remsen or Mr. Bowne, whichever happened to be there, would immediately take the test-book which Clerk Johnston keeps and carry it in to Mr. Burt in the outer office for his inspection. Sometimes Clerk Johnson would also take it in. The manifest impropriety of any sugar broker having access to this book where the tests of all importations are recorded is unquestionable. I have seen Clerk Trainor come into the sugar room and notify the employés there of Col. Burt's presence, and then either Remsen, Bowne, or Johnson would carry the book in to him.

Previous to Mr. Tice's incumbency as assistant appraiser the public posting of the daily classification of re-samples was never done. In Havemeyer & Elder's importations at that time it was the rule to order re-samples, consequently the public posting of the classification of that firm's re-samples were never shown.

At my suggestion to Mr. Tice, he required that the classifications of re-samples made should be publicly posted daily, which I understand has been done, and thereby has diminished our work 50 per cent., and the more noticeable fact is that now Havemeyer & Elder, through Broker Burt, hardly ever asked for re-samples, but they continue to ask for a re-test.

By means of the above suppression of the public posting of re-sample classification the other ports have been kept in ignorance of the true classification for duty, as the re-sample almost invariably lowered the classification from one to two degrees.

I believe that the practice in this omission to publicly post classifications of re-samples was done at the instance of Mr. Burt.

I have heard that Broker Burt's brokerage amounts to between 40 and 50 thousand dollars a year, and I have no reason to doubt the accuracy of the statement. It is generally understood among business men in the trade that he is worth all he receives to his clients, or he would not receive such an income.

JOHN STEWART McELWEE.

Sworn to and subscribed to before me this 19th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.
JOHN STEWART McELWEE,
U. S. Sugar Examiner.

Mr. T. A. BYRNE.

DEAR SIR: During the last week in the month of November, 1886, a gentleman called at my office in the 3rd district at Harbeck's stores in Brooklyn, N. Y., and requested a private conversation. On going out on the dock with him he told me he was authorized by the appraiser of this port to interrogate me on the subject of sampling sugars; he showed me a card inscribed T. A. Byrne, 34 Green ave., Brooklyn—144 State street, Boston. I told him I could not recognize him as coming from the appraiser until he showed me some written authority to that effect. He seemed anxious to force the matter, but left on seeing me obstinate. This person was, to the best of my recollection, about 5 feet 7 inches in height, about 45 years of age, dark hair and heavy beard, small eyes. On seeing you to-day I can easily see you are not the person of the same name who then called on me.

Very respectfully,

JNO. STEWART McELWEE,
U. S. Sugar Examiner.

N. Y., July 20, '87.

JOHN S. McELWEE, sugar examiner 8th division, on further examination states as follows:

I have heard, and it is tacitly understood, that there is a "Burt sugar ring," the object of which is to facilitate the obtaining of low classification of sugars, and that such low classifications of sugars have been obtained is in my mind unquestionable. Although Mr. Tice, assistant appraiser of the 8th division, is a comparatively new officer, and not conversant with sugars, yet his presence has had a salutary effect in a certain direction.

I was appointed to fill the vacancy made by Howard G. Gill, examiner, since dead, and among the effects of the office that I took charge of was a letter of instruction, as follows:

PORT OF NEW YORK, APPRAISER'S OFFICE,
402 Washington Street, August 1st, 1885.

SIR: Mr. Robert E. Bowne, examiner, having been detailed to supervise the sampling of all sugars and to verify original sampling when in the judgment of the appraiser

this may be thought necessary, you are hereby instructed to co-operate with him in all his efforts to carry out the requirements of Treasury regulations for the sampling of imported sugar and other cane products dated May 22, 1883.

FRANK HAY,
Ass't Appraiser 8th Division.

To HOWARD C. GILL, Esq., *Examiner.*

(Letter annexed.)

This letter I accepted as an official order, and I have governed my acts since in accordance therewith.

I was told by Examiner Bowne that the late assistant appraiser, Frank Hay, had written the Secretary of the Treasury. This is the letter to which I refer, and which reads as follows:

PORT OF NEW YORK, APPRAISER'S OFFICE,
402 Washington street, May 2nd, 1885.

LEWIS McMULLEN, Esq.,
U. S. Appraiser:

SIR: Respectfully referred to Department letter (H. B. J.) under date of the 27th inst., I beg to say that I greatly desire to have one of my most experienced sugar examiners detailed to supervise the sampling of sugars, and attend to the verification of original sampling, when in the judgment of the appraiser it may be thought necessary, for the protection of the Government.

With your approval I shall name Mr. Robert E. Bowne as the person whose long experience as a sampler and examiner eminently fits him for this position.

Respectfully,

FRANK HAY,
Assistant Appraiser 8th Div.

To that letter he obtained an order appointing Examiner Bowne supervising examiner in charge of examiners and samplers at this port. The following is a copy of the order:

TREASURY DEPARTMENT,
Washington, D. C., May 18th, 1885.

COLLECTOR OF CUSTOMS, *New York:*

SIR: In accordance with the recommendations contained in your letter of the 12th instant, and the report transmitted therewith of the U. S. appraiser at your port, you are hereby authorized to inform that officer that Mr. Robert E. Bowne of his office may be detailed to supervise the sampling of sugar, and attend to the verifications of original sampling, when in the judgment of the appraiser this may be necessary for the protection of the revenue.

C. S. FAIRCHILD,
Assistant Secretary.

He did not take charge of examiners and samplers until the present assistant appraiser, Mr. Tice, entered his office, as prior to that time Assistant Appraiser Hay had immediate charge of examiners and samplers.

Mr. McMullen has empowered Mr. Bowne with far greater authority than he had during Mr. Hay's administration of the 8th division.

In referring back to the matter of Assistant Appraiser Tice being relieved of making the detail of samplers, I feel that the reason of Mr. Bowne settling the matter at that time was because Mr. Tice had just come into office, and it was necessary for him to establish himself in the beginning firmly and positively; otherwise his prestige would be gone, and he would, as a matter of fact, have nothing to do. His position at the present time is nothing, as he is always loafing around in the sugar-room; but prior to the last month, whenever any of Havemeyer & Elder's cargoes are in, Mr. Bowne is always present at the sampling. This also refers to any cargoes of sugars represented by Broker Burt.

It is a fact that sugars arriving at the premises of Havemeyer and Elder's sugar refinery the sample bags are moved well within the precincts of the refinery premises, and oftentimes they are placed in extremely dark places.

I do think that from the moment the sample packages are designated until the sugar is drawn and classified for duty they should be under the direct supervision of an appraising officer. About June, 1887, I was in charge of the re-sampling of the "Crown Prince" at Harbeck's stores, Brooklyn. While engaged upon the work one of my samplers, by name Mills, found secreted among the re-sampled packages a stencil plate, which I identify as the one now shown me by Mr. Burne. Sampler Mills handed me the plate, and from the marks on the re-sampled packages I could see very readily that

this plate had been used to stencil these re-sampled bags. Inasmuch as this was a suspicious circumstance, under my prerogative as an examiner I directed the samplers to take 5 per cent. from the general cargo, requesting Mr. Bowne that the two lots be separately tested. I was told by Mr. Bowne that the separate tests had been taken, but whether it was so or not I don't know.

Copy of extract from test-book of June, 1887:

Crown Prince, from Bahia, April 28, 1887, invoice No. 17865, N. M., 22,485 bags, invoice to A. Luder.

No. of sample 1429, sent to laboratory June 11, dated chemist's report June 11, 1887.

No. of tests made, 8; they were as follows: 84'40, 84'30, 83'80, 84'00, 84'80, 84'00, 83'30, 85'00.

Test taken for classification, 85'00.

When I was a sampler in January or February of 1886, at the (Watson, I think) St. stores, in Brooklyn, I was sent by Mr. Davis, sugar examiner, to sample a cargo of Brazil sugar, with three other samplers. Going in and looking at the cargo, I discovered that the sample packages had been plated in store, which fact I reported to Examiner Davis. He came up and looked at the cargo, coincided with what I stated. We were all satisfied that the sugar had been stenciled in store fraudulently and irregularly.

Mr. Davis sent me up to the chief weigher, Mr. O'Brien, and request him to come down and see him. I went up and saw Mr. O'Brien; he came down shortly afterwards. I got a lantern and took Messrs. Davis and O'Brien in through the cargo. Mr. O'Brien was satisfied that they were stencilled there irregularly, and to the best of my recollection Examiner Bowne was sent for; he came over, looked at the cargo, and he was satisfied that it had been irregularly stencilled.

He reported the matter to the appraiser, and he authorized him to take 10 per cent. from the general cargo, make the stores people break into the cargo in different places, and reject the original samples.

Special agents had been notified of the occurrence in some way and two of them came over and made inquiries and found the plate as I understand, and the man who plated the cargo—a workman now in the stores. I never heard what was the result.

I felt satisfied that if a proper investigation had been made, as I was the man who discovered the irregularity and reported it to the examiner, I supposed that I would be naturally called upon to testify, but have never heard anything of it from that day to this.

Another case of fraudulent stencilling was made in last August when I took charge of District No. 6, when going on the dist. I found a mat cargo of manilla sugars; this cargo was one of Elmenhorst & Co's. It was discharged at merchant's stores; the cargo aggregated 65,000 mats, comprising 5 marks. On going on the dist. I discovered this cargo nearly ready for sampling. On inquiry from the U. S. store-keeper as to where he had his sample and re-sample packages stored he seemed to be in ignorance that such a cargo was in his warehouse. I found out from the warehouse men where the cargo was lodged in different warehouses. On reaching the sample packages I was certain they had been stencilled in the warehouses, not on the scales, immediately after the weighing was done. I reported the matter to the assistant appraiser's office. Examiner Bowne came over; he went down and looked at the cargo and he felt satisfied that they had been stencilled fraudulently, as the ink was quite fresh. He told me to await further orders. He came over the next day and we found the foreman weigher there, Mr. O'Brien, they had some conversation, the nature of which I am ignorant of. I overheard one or two phrases.

Collector Magone had been recently appointed and Mr. O'Brien did not want any trouble at that time that would reflect upon him, and he wanted Mr. Bowne to make the matter as smooth as possible. We went with him and found the weigher who weighed the cargo (McCarthy), a temporary weigher. On showing him the samples he repudiated them and said those were not the samples he had stencilled; it was not the same ink. Those samples which were laid out for us were stencilled with lampblack and kerosene; he showed us some of his samples scattered throughout the cargo on which the ink was thoroughly dry, and rather indistinct. According to Mr. Bowne's instructions I took those samples which had been laid out stencilled with kerosene—I mean the evidently fraudulently stencilled packages.

A new store-keeper had arrived on the scene, and pronounced them as having been stencilled in the store contrary to regulation.

We took those samples under Examiner Bowne's orders, which represented $2\frac{1}{2}$ per cent. of the entire cargo. We also took an additional 5 per cent. of each mark of the cargo. What the result was I have never heard. I don't know what action was taken by the appraiser or the authorities in the matter. I have heard of a similar affair in regard to fraudulent and irregular stencilling of sample packages in connection with the firm of Messrs. Swift & Co., sugar importers. I have heard that years ago certain store-houses received certain sugars solely because they offered unusual facilities for sampling.

When I find that samples are not laid out mark by mark I order the samplers to break down the piles and identify the marks. I often find that samples of sugar are not laid out mark by mark—boxes and mat sugars.

I understand that the merchants can always obtain samples of their sugars mark by mark, and I can see no reason why sugars should not be laid out mark by mark.

I have frequently seen and protested against the weighing of several marks of centrifugal sugars on the same scale at the same time to the weighers, and notified Examiner Bowne with no apparent results in the weighing department.

It is customary at refineries, as soon as sample packages have been weighed and marked, for the samples to be put upon trucks and run within the refinery premises. There they are piled up promiscuously by the employés of the refineries or longshoremen, and it then becomes necessary to verify a great many tiers of samples, to see if the samples are put in mark by mark, to pull those piles down, entailing a great deal of work upon the samplers which does not belong to them, not only retarding the work but giving opportunity to the mixing of sample packages, so that proper samples can not be drawn on account of the mixing of high and low grades.

At Havemyer & Elder's refinery, North 3rd street, there was a barque cargo of about 7,000 bags centrifugal, six or seven marks. I protested against the weigher weighing all the marks together. He said it had been "permitted" by order of the collector. I told him that it was a moral impossibility for him to return the correct weights of each lot of sugar; that there were six or seven marks mixed in the cargo, all of different grades. I reported the matter to Examiner Bowne. He came over before the cargo was quite complete, just as we were ready to sample. I showed him the different grades of sugar that were in it. We took some samples that the weigher had laid out, some others we took from the cargo, properly verifying the marks, and he afterwards reported to me that there was a difference of three full degrees.

It is a question whether the Government would have lost or the importer. Some one would have lost. I think that as near as I can recollect the Government would have lost, as a large proportion of the sugars were high-grade sugars, and the classification would have been governed by the test of mixed samples, low grade predominating.

Another instance: About September last, at the Congress st. stores, dist. No. 5—I was running two districts at the time—there was a cargo of mat sugar, manillas, ones, twos, and threes (three marks), imported by George Beste, represented by Joseph A. Dreyfoos, sugar broker, this trouble arose purely from ignorance of the weigher and the carelessness of the foreman weigher on the dist., who has since been removed (McElroy). A temporary weigher had been started to weigh the cargo, and he had been instructed to lay out $2\frac{1}{2}$ per cent. of each mark for samples and $2\frac{1}{2}$ per cent. for re-sample. On visiting the dock I found that they were weighing ones, twos, and threes on the same scales. I remonstrated with him, but did not seem to make him understand the necessity of separating them.

He complained that the stevedores would not separate the marks. I told him that his redress then lay with the collector's officer, who would have the ship knocked off; those samples had not been weighed mark by mark. This is an every day occurrence on bags and mat sugar. I reported the matter personally to Asst. Appraiser Remsen, who was acting assistant appraiser, and he told me I had better come down with him and make a statement of this to the appraiser, which I did. The appraiser told me not to have anything to do with those samples. He sent for Special Agent Hinds; he came in and I explained the matter to him by Mr. McMullen's request. Special Agent Hines said under no circumstances must we take those samples. Examiner Bowne came in then. Mr. Hines requested he (Mr. Bowne) and I to accompany him to the customs-house, which we did. He saw Mr. Treelor, collector's chief clerk, and he and Mr. Bowne then went in and seen Deputy Surveyor Blatchford. He told us that he would send the chief weigher, Mr. O'Brien, over to the scene of action to meet us. We went over and waited some time, and he did not come.

Examiner Bowne was called back to the appraiser's store on some other business, and about half past two in the afternoon Mr. O'Brien, the chief weigher, and a Mr. Musgrove, who is employed in the surveyor's office in some capacity, sent for me, upon the dock, where the sugar was being weighed. I went up with a sampler, called Isaac W. Cole, for the reason that he had been with me when I called the weigher's attention to the irregularity. We went up, Mr. O'Brien and Mr. McElroy. The foreman weigher contended then that the cargo had been weighed mark by mark, but they could not account for the entire number of samples being laid out after the ship being working three days, clearly showing carelessness on the part of a foreman weigher of the dist. Those samples were rejected and the cargo was sampled from the cargo five per cent. of each mark being taken. Thus the revenue and the Government were protected by my action.

I allow samplers under my charge to use a moist sponge, such a sponge that you can not squeeze any water from. The immoderate use of water will lower the test of sugar, and I pay particular attention that samplers under my charge do not use a wet sponge.

I was shown some sugar by Mr. Bowne which had been taken from No. 5 dist. last fall, which had dissolved and re-crystallized in the can. I stated openly that I did not believe that this sample had ever left the dist. in that condition. It occurred on Examiner ——— dist. Leinback and O'Donnell were the samplers. The condition of the sugar indicated to me that excessive water had been used after the samples left the sampler's hands. This excessive use of water might have been made by the sampler, but in my opinion I don't think it was; therefore it must have been done after the samples left the sampler's hands, either while on their way to the appraiser's store, or after they reached the 8th division, or while in the closet on the dock. I asked Examiner Bowne what course had been pursued. He told me that the sugar had been classified with what samples remained after these samples had been rejected. I asked him what authority there was for doing that. Why did he not report the matter to the appraiser and call a re-sample? That would have been the course that I would have pursued.

That question was not answered by him, and he seemed to pay no attention to it. Subsequently he took those samples to examiners and samplers on the wharves and showed them to them, and stated that if that occurred again he would report them to the appraiser, but as a matter of fact he did not order or see that a re-sample was made of this indential cargo. I have heard nothing of the matter since that date. The proper thing for Examiner Bowne to have done in this case, in my opinion, would have been to report the matter instantly to the appraiser, and see that a re-sample of the cargo was made.

Another instance: Some three weeks ago I sampled a cargo 605 hogsheads of sugar at Dick and Myers' sugar refinery, Brooklyn. The following week Examiner Bowne was over on the refinery dist., and he told me to be extra alert; that some of the men were using too much water; that there were three samples of the cargo, and they had to reject one-third as being entirely too wet (this was since we had received orders that you were going to make this examination into sugar matters). I asked him how did they classify their cargo. He said on samples that remained. I said nothing further. No re-samples were made.

In the case of this man, Sampler Twamley, last fall I took him and Sampler Freeburn to sample a cargo at Harbeck's stores; three or four marks in the cargo; the cargo was in store. I noticed when we entered the warehouse that Sampler Twamley was armed with a sponge, an unusual thing for a sampler to use with a knife. He put the sponge up on the mats for a moment, and I felt it and saw water dropping out of it. He then said he would go back and sample these "C" mark, which was in the back of the store. I said, "All right." Mr. Freeburn started right at the door to sample another mark, of which he had about 170 samples to draw. Twamley got through in a short time; he came back, and while he was closing up the can, after I had thrown a ticket into it, he laid his sponge aside. I felt it; it was perfectly dry, and Mr. Freeburn looked at me pretty sharply and quizzically; I looked at him; there was nothing said. I gave Mr. Twamley another sample tin and told him to go down to the stores and start in on another mark.

I took this can of samples which Twamley had drawn, went back to where he had drawn them; I threw it out, gave the can to Sampler Freeborn and told him to go back and draw the same mats that Twamley had drawn samples from, which he did. I noticed on taking up these samples that this particular box containing the "C" samples drawn by Twamley was an object of much solicitude to him. He was not aware that I had emptied it and drawn over again. I packed them in a box and sent them over.

The following day when Examiner Bowne came over I reported this matter to him, but he took the ground that as I had not retained the samples as originally drawn by Sampler Twamley that I had not any case. So the matter ended, and nothing further has been done in the matter. I have no doubt on my mind but what I practically discovered Mr. Twamley in the act of manipulating sugar samples, and so informed Examiner Bowne; but, strange to say, again no action was taken. It was a cargo of Charles P. Gardner.

While on dist. No. 2 Examiner Bowne would frequently telephone over from that dist. to Mr. Remsen at the appraiser's store asking "could they melt such and such a cargo, including samples. Was it all right?"

I have known when asked the question the answer would be "All right, we will know about 11 o'clock." "Then I will ring you up again about eleven o'clock."

About the time Broker Burt would get into the appraiser's store then the order would come one way or the other asking for a re-sample or ordering the melting. This of course satisfied me that Examiner Bowne was communicating as directly as possible with Broker Burt through Examiner Remsen. This has been of frequent occurrence and spoken of by Examiner Fauskitt and myself many a time. We have reported the matter to Mr. Tice when he was first appointed. That has not occurred, to my knowledge, since. A correction of the evils as they exist could not be effected until the sum-

mary removal of certain of the employes of the 8th division is effected by Secretary of the Treasury, and until the action of the assistant appraiser of that division is sustained and the assistant appraiser made an appraising officer in fact as well as in law.

Broker Drefouss is generally present while samples are being drawn of cargoes that he represents, either he or his man John Hetherington. John Hetherington is on friendly terms with all of the samplers. I have often seen him chatting with the samplers. It often occurs that the merchant's sampler, as John Huntington is, samples along side of the U. S. samplers, sometimes before we reach our sample packages, but as I understand an order of the collector of the port is given permitting this.

There are samplers to-day who were in the service and immediately under the direction of Broker Dreyfoos when he (Dreyfoos) was supt. of sugar samplers at the appraiser's store, such as Twamley, McQuade, Freeburn, Mundy, and maybe some others.

Samplers carry keys which will fit the chests containing the samples. There is no necessity why samplers should have keys to the boxes which contain the sugar samples; of course we examiners must.

I understand that samples are sent from the wharf to the appraiser's store, 8th div. on wagons unaccompanied by sworn officers of the appraiser's store. It used to be the rule at the refinery districts. The son of James Maloney, the sampler, drove the wagon and had charge of the samples in transit.

When I went to the refinery dist. as examiner I protested against this practice and made it a point to see that a sampler accompanied the wagon. I reported this fact to Examiner Bowne, and he said I was perfectly right, that he did not want that wagon to be without a sworn officer on it. No order was ever issued by the appraiser or asst. appraiser relative to this matter.

A day or two after the appraiser (Mr. McMullen) had taken the detailing of samplers out of the hands of the asst. appraiser, Appraiser McMullen sent for Samplers Seymour, McDermott, and myself. I went to see him; he invited me into his inner office, called in the stenographer, told me to sit down. He invited me to read a letter which he handed me. I looked at it. It was two sheets of paper signed "Importer;" an anonymous communication. I asked him was he aware of the fact that it was an anonymous letter before I read it. He said yes, but he wanted it explained. I then told him that it was a voluminous communication; did he want me to take it up by sections or as a whole?

He told me I could take it up as I pleased; so I proceeded to read the letter. The tenor of it was that the writer had been watching with a great deal of satisfaction the great amount of excellent work that had been done, by the sugar division since he (the appraiser) had become appraiser at the port, and that everything had been going on very smoothly and honestly, but that within the past few months the writer deplored the fact that an element had crept into the division that was rather demoralizing. This element consisted of myself and Samplers McDermott and Seymour. I said to him that I would take it up by sections, and asked him what was meant by the demoralization; he said, "That is what I want you to explain." I said that I had not been in from the outer districts for several months. I said possibly I may have given offense to some of the men by rejoicing that we had a new asst. appraiser.

The next clause of the letter was that I was conducting myself on the dock in a very obnoxious manner to the G. A. R., and that I had spoken of that body in a disrespectful manner. However, I said I will plead guilty to having done that, but I fail to remember ever having expressed myself to any person in the department. The next charge was of having used most disrespectful language of the late Presidents, Garfield and Grant. I answered that as I answered the last. I failed to remember ever having publicly expressed myself to any man in the department about those Presidents, but I said I will plead guilty to that, because I had not a very exalted opinion of either of those men.

The next charge was that I was a man of very dissipated habits, that I was scarcely ever to be found on my dist., and that I drank very heavily; in fact was a confirmed drunkard. I told him that the best answer to that was to ask him to look at me, and ask himself if he saw traces of excessive dissipation; you know my friends in Brooklyn and my reputation outside of this place. He said that he did not understand the matter at all. I asked him why he did not confront me with those people who complained to him about me. He told me that among other things he had been informed that I had threatened publicly to put the machinery in motion over there in King's Co. and have him removed.

I said to him that I was happy to know that he thought me a person of such importance. I have no pretensions in that direction at all. He wound up by saying that we would start afresh, advised me to avoid talking politics; that was the end of it, and as a matter of fact that was the only time I ever was called before the appraiser and questioned by him relative to the business in which I was engaged.

I feel satisfied that the authors of this anonymous communication, and it is generally understood among the samplers of this division, emanated from employes of that division.

I have heard that it was a rule in the past for sugar men to pay money to United States samplers and examiners with the view to influence their work favorably toward them, but I have no knowledge of this having been done recently. I understood that they were paid by the cargo. It varied according to the size of the cargo. I don't know what the price is paid now; that is a thing that is impossible to discover.

I have no doubt whatever in my mind but that large sums of money are paid annually to samplers and examiners and other employes of the 8th div. to manipulate sugars to secure low tests in the interests of sugar brokers, but I think this is a pretty difficult matter to substantiate.

From my knowledge of the feeling among the business men in the sugar trade, the way they speak, I have heard several of them speak of the approaching or pending investigation and saying, "Well, if there is anything it will never come out;" "There have been several investigations in the sugar division and they amounted to nothing, and this will end the same way, and if there are any frauds the influence at work is sufficient to beat the results of this investigation when it gets to headquarters at the Treasury Department."

The impression prevails and is current among the examiners and samplers here and among many of the merchants whom I have heard speaking of the investigation that it has been instigated by discontented sugar importers at Boston who felt aggrieved on account of the low classifications at this port.

Late Sampler Seymour has told me that if the proper authority ordered him to tell all he knew that he would like to have the opportunity; but that he felt there was no use in saying anything.

I feel that this investigation will not amount to anything, and that it will cost me my official head.

I believe that hogsheads of sugar for sampling should never be placed upon the wharf or in the refineries two tiers high, for the reason that it is impossible to draw a correct sample therefrom. It often occurs that hogsheads containing samples of sugar have been sampled by merchant samplers before our samplers reached them.

Some time ago when I was on this district, the sugar-room being my headquarters, I endeavored to ascertain by what means the laboratory officers were informed as to the identity of the sugar samples of Havemeyer & Elder's or other clients of Broker Burts; after a long time of continuous and careful watching I discovered the fact that large cargoes of high grade centrifugal sugars which would naturally require low testing would be sent to the laboratory in large square cans, being different in size and shape to the ordinary cans used for sending samples to the laboratory.

I feel satisfied that some such method is and has been employed whereby the sugars represented by Broker Burt received special treatment.

I reported this to Assistant Appraiser Tice when he came into office, and he spoke to them about it in the sugar-room, and the habit was discontinued since then. I have been unable to discover the signal, but feel morally certain that there is one employed. Sugars coming in from the refinery districts previous to Mr. Tice's appointment always received the first attention; that is, sugar from Havemeyer & Elder's or any of Burt's sugars were sent down to the laboratory first and given the preference over sugars which had been received earlier in the day, and perhaps the day before.

I know of cases where sugars of other importers, sampled and sent in on Friday, no report being made on Saturday, and sugars from Havemeyer & Elder, recd. on Monday, would be treated and be reported upon before the other sugars had been sent to the laboratory, so that I know whereof I speak, and only a blind man would fail to see it, that Broker Burt practically runs the 8th division.

Last summer, about the time of the fraudulent stencil-plate matter connected with Elmanhaust & Co., referred to at merchants stores, as we got through sampling the wagon was waiting for us, and going over to the sample closet to get a wooden case to pack those tins in, I noticed an old piece of tarpaulin in the way. I grabbed hold of it and threw it out of the way. This man Kelly, the driver of the sample wagon, was standing there, and to my astonishment there was a key of this closet, but it would not fit all the closets of the district. I took it up, showed it to Mr. Kelly, asked him could he account for that. He said no; somebody must have dropped it. I said there are only two keys supposed to be on this dist. Here they are, and this is a third one. I reported the matter to Examiner Bowne. He then issued an order that afterwards on leaving a dist the examiner must take a receipt from the examiner succeeding him for the keys that he leaves with him.

I have heard of the key of dist No. 5 being lost, and on making inquiry found that it had been lost overboard by Sampler Twamley.

After I left that Dist. I went up on No. 5. There was a cargo of mixed muscovadoes that had been sampled by ————; it had been stored in the Congress street closet overnight. The cargo was principally barrels. I sent the two samplers on the Dist. up to get boxes out of the closet to go to work on another cargo. Sampler

McQuade came back and reported to me that the closet where the samples are kept was broken into. I went back with him and found that there was an old unused door in the back of the closet which had been securely nailed up six months previous, because I put a bar across it myself. The sample box appeared to be intact, but I at once notified the act'g. assist. app'r, Mr. Rensen, of the fact. I told him that I would draw the samples all over again, which we did. Since then I have heard nothing of it.

I have not happened to be on the same dist. with Sampler Twamley within the last six months. Sampler Cole has not, to my knowledge, been on any dist. other than city dist., No. 1, refinery dist., Havemyer & Elder's, No. 2, and Congress stores dis't, No. 5, with one exception, since I came into office.

It has appeared to me that Examiner Bowne has certain favorites amongst the samplers. I have been told that certain samplers visit him frequently at his house, two or three times a week, and report to him how things are going on, what has been said and done. I have been told that McQuade visits him regularly, and that Twamley goes to see him quite as often. I have been told that Mr. Cole visits him quite regularly. If there is any money being made by sugar samplers or examiners, I am positively certain that it is made on dist. No. 1, or refinery dist. No. 2, Havemyer & Elder, and Congress store Dis't No. 5.

As far as Broker Burt is concerned, I don't think the sugar samplers make any money. I think that money is given to higher game; in other words, officers at the appraiser's store, between the sugar-room and the laboratory.

I have suspected Broker Dreyfoos of using money improperly, but I may be doing the man an injustice, as I have not seen any sequence from circumstances as in the case of Broker Burt's influence. I feel morally certain that money is being used among some of the samplers, and among those who are most likely to be worked are the old samplers and those new appointees, as for instance, Samplers Gilbert and O'Donnell; and among the others previously alluded to are Samplers McQuade, Twamley, Isaac Cole, Mundy & Leimblack. Of the examiners who I firmly believe are under the "Burt ring" influence are Wm. D. Davis, Wm. C. Jacobs, Robt. E. Bowne, and Abraham Rensen.

I believe that there has been suppressed hostility previous to within this last month existing against Sampler Freeburn on the part of Examiners Bowne, Jacobs, and Davis, so much so that Sampler Freeburn and Examiner Davis had an open altercation over in Hoboken. They were discussing Examiner Bowne's authority and his reputation as a sugar examiner. I was told that Freeborn made the statement that he was present when Bowne received the first "boodle" that he ever received.

Within a month ago, when Freeburn was on the Havemyer & Elder dist., I noticed that there was some cordiality between him and Bowne, and I believe the breach was healed.

About the spring of 1885 the appraiser issued an order to all the employes of the appraiser's department prohibiting them from visiting the offices of importers without his written permission. I understand that it was the custom of Examiner Davis to visit the office of Broker Burt, on Pierce st., every Saturday afternoon after business; for what purpose I don't know.

Sampler Luke McDermott has expressed a willingness to come before you and state all he knows in regard to irregular practices at this port as relating to sugar and the conduct of the officers of the division.

There is, in my opinion, a great deal of crookedness in the manner and method of drawing, sampling, and testing damaged sugars, and I think the percentage of damage allowance is exceedingly too high. These people can very easily deceive a damage examiner by making a pile of sound bags and facing it with damaged packages, which I believe is very often done. In my opinion every bag of damaged sugar should be sampled; otherwise the revenue must suffer.

I have noticed that the port of Boston has a higher test of sugars coming from the same ports than New York as shown by the exchange's tabulated sheets in the 8th division. I have noticed that the Philadelphia statements used to run much higher than they do at present, of sugars coming from the same port as those entered at New York.

Examiner Browne has informed me that a circular letter from the Secretary of the Treasury has been promulgated, which authorizes and permits the re-test of marks of cargoes pending the call of a re-sample upon the same. Examiner Fosskett and myself have made inquiries in regard to the matter and have been told by Examiner Browne to this effect.

I have asked late Appraiser Hay to show me the order, but he could not find it at that time; since then it has not been produced to me.

I have also asked Mr. Hay by what authority in the case of re-sample of mats we are to sample the original sample over again. He told me that he construed supplement to circular 62 of the regulations of May 22nd, 1883, under date of Apl. 15th, 1885, to empower him to take both the original and re-sample packages in case that he was called upon to re-sample the cargo by the broker, but I don't place such a construction upon

that circular; thereupon late Assistant Appraiser Hay had an argument upon that point. The result was that I was ordered to continue the practice then in vogue.

Examiner Foskett and myself questioned the propriety of drawing these original samples over again, and the only reason that we could see for drawing this quantity of sugar was to get a bulk into the sugar-room. This accumulation of sugar is in the interest of those who get the sugar samples, and I believe there are certain men in the sugar-room and laboratory who are paid to take this interest in gathering these sugar samples.

I have known cases where Broker Burt's sugars have been sampled and re-sampled and a second re-sample drawn when Broker Burt was dissatisfied with the classification.

I consider that the stencil plate and scoring-irons are kept within the reach of any one, and I have no doubt but that a great deal of irregularity and fraud creeps in on this account. I have seen a sample draft leave the scales and one of the weighers, who was deputed by the weigher, follow these boxes on trucks away back into the store and stencil them after they got in there.

I know that James Dale, messenger to the sugar-room, does loan money to employes of the 8th division.

Article 19 of the regulations is not carried out, for sample and re-sample packages are not laid out side by side at the same time, and the stencilling is not done on these packages at the same time.

I think that sugar brokers should not be allowed in the appraiser's building; neither do I think that they should be allowed to hold any communication with appraising officers, as I look at it these men would hesitate about performing their full duty while the influence of these people was constantly surrounding them. I know that article 19 of the sample regulations is frequently violated; the samples are either laid out ahead or they delay laying them out until the cargo is nearly completed, thereby neglecting to observe the rotation called for by regulation.

Weighers have frequently confessed to me that they are unable to distinguish marks, and they went right ahead and weighed up regardless of marks. In this way, say that 1,700 bags "St. Isabel" were called for on the permit, the weighers found that the cargo was sweaty bags, stained; to make it easy they would weigh up 1,700 bags regardless of marks or grade of sugars, fill up their book as though that was the weight of the "St. Isabel" mark. Such procedure is often done.

I have on several occasions found that re-sample packages had been melted up by the refineries before I could reach them when ordered to re-sample the re-sample packages, violating Article 27 of the regulations.

If collusion was to be carried on between the examiner and the sampler and the importer, then he could draw samples and order the rest to be melted, thus depriving the Government of an opportunity for a re-sample, as called for in Article 27 of the regulations.

In connection with requests for re-tests and re-samples I would think that there are many re-tests made and re-samples called for other than on written requests of importers.

I have seen Examiner Bowne take the record sheet of tests from the messenger in the laboratory, look at the tests of Havemyer & Elder's sugar, and say, "Abe" (meaning Examiner Remsen), "that will have to be re-sampled." I have seen him go to the telephone immediately and telephone over to the examiner on that district to the Havemyer & Elder, "Re-sample that lot of sugar." Mr. O'Donnell was on this dist. with me at the time that this occurred; we spoke about it going home at night.

JNO. STUART McELWEE,
U. S. Sugar Examiner.

Sworn and subscribed before me this 25th day of July, 1887.

T. AUBRY BYRNE,
Special Treasury Officer.

NEW YORK, July 25, 1887.

JOHN S. McELWEE, examiner, sugar division, further states:

Mr. Verrinder, of the firm of Verrinder & Callaghan, came to me about the latter part of April last, and stated that his firm were not getting the refuse sugar samples that they were entitled to as representing certain sugar importers, and having authority from those importers to get such refuse sugars. They made a written complaint to the appraiser, to which Mr. Dale, when called upon, stated in writing they were getting all they were entitled to. After this Mr. Verrinder told me he had given Mr. Jas. Dale, who has charge of these samples in the sugar-room, twenty-five dollars (\$25) so that he would look after their samples, and see that they got all that belonged to them. Mr. Verrinder admitted that after this payment of money to Mr. Dale there was some improvement in the quantity of sugar delivered them, but that they were still not getting

what they were entitled to. Mr. Verrinder also made this statement to Ass't Appraiser Tice, at his house, in my presence.

On the 11th and 12th of July current, Samplers Mundy, Leimbach, and Kelly, under my direction, sampled the cargo of the barque *Sernano* from Barbadoes, Leacraft & Co., Jas. Burt, broker, at the Havemyer & Elder Refinery. These samples were tested on the 13th, the classification was published on the sheets on the 22d of July, ten days after the samples were drawn. In this interim many re-tests of the marks were made, and also a re-sample, no written request for the latter being made, as I understand.

Havemyer & Elder import and receive at their refinery the highest grades of sugars imported at this port.

JNO. STUART McELWEE.

Sworn and subscribed to before me this 26th day of July, A. D. 1887.

T. AUBRY BYRNE,
Special Treasury Officer.

EXHIBIT 101½.

PORT OF NEW YORK,
Appraiser's Office, July 21st, 1887.

Mr. T. A. BYRNE:

DEAR SIR: At your request I hereby specify the various sections of the Treasury Regulations (for the sampling and classification of imported sugars, under act of March 3, '83) which are frequently ignored, viz, sections 8, 11, 14, 15, 19, & 28.

Very respectfully,

J. S. McELWEE,
U. S. Sugar Examiner.

Mr. T. AUBREY BYRNE,
Special Officer U. S. Treasury Dept.:

DEAR SIR: At your request I itemize herewith the sections of the regulations governing the sampling of sugars which are imperfectly complied with or entirely ignored at this port. I also give you as near as possible an explanation of how and why these sections are comparatively a dead letter. I will begin with section 1st: "The mixing and preparation of samples in the examination room" is not done with dispatch, as frequently sample chests containing samples of various marks are not mixed until the following Monday. This could be remedied by forbidding the drawing of samples after 11 a. m. on Saturdays or days preceding a holiday.

Section 2. The sample pkgs. of sugar in wood the scoring is frequently neglected or imperfectly done by the carelessness of the Government weigher.

Section 3. Sample packages are frequently laid out by the weigher, sufficient room to properly sample not being allowed. In the case of sugar in bbls. they rarely place them in tiers, but leave them standing in a miscellaneous group on their heads or bottoms.

Section 4. On the refinery district the weigher and inspectors do not take any interest in samples beyond marking them as such; the refinery hands tier them where it is most convenient for themselves at the time, generally placing hhds. 2 tier high, in which position it is almost impossible to draw a proper sample, especially in Martinique sugars or concrete.

Section 7. As far as it relates to, "if 25 per cent. and not over 50 per cent. of any mark be damaged, 50 per cent. of sound shall be sampled," is impracticable; 25 per cent. of the sound and all the damaged pkgs. should, in my opinion, be taken.

Section 8. In all cases of re-sampling of wooden pkgs. the custom is to take the entire mark. The regulation says "every pkg. not before sampled," which I believe means the remaining 75 per cent. not originally sampled. In the case of bags and mats the practice is to not only take the re-sample pkgs., but also the original samples over again, which procedure seems ridiculous, as the retained sample is held in the sugar-room showing the grade of the original pkgs. This practice not only adds to the work of the Dept., but also entails serious loss to the importer, half a ton of sugar being often taken when there seems to be no reasonable object in taking the same.

Section 9 should read: "Shall be sampled by putting the trier directly through the center of the pkge. from end to end; one round tin sample-box to constitute a sample."

Section 10. Examiners frequently fail to send letter of transmittal as per form furnished by Dept., sending frequently a rough memorandum difficult to understand.

Section 11. This has not been observed for four or five years by instruction of late

Asst. Appraiser Hay. It is a useless proceeding and should be stricken out of the regulations.

Section 13. Inspectors and weighers frequently do not take proper care to separate marks of bag and mat sugars. When they do separate them they confine such separation to the sample pkgs., weighing, as they do, several marks on the same scale at the same time. This can be understood. The reason of their inability to distinguish marks is only too frequently a desire to oblige the stevedore discharging the cargo, who is naturally anxious to get the vessel discharged as quickly as possible.

Section 14. This section is very often ignored; weighers will either lay out samples ahead or delay putting them out as long as possible; in the latter case it is greatly to the disadvantage of the Dept. This is done either through careless ignorance or through collusion with importers. No better way of getting a fair sample could be devised did the weigher always follow the regular rotation, but he does not always do it.

Section 15. Bag and mat samples are thrown into a general heap on the refinery district and sorted out after the cargo has been weighed by refinery hands. In the warehouses along the rest of the water front they do not keep the samples, especially of Brazil sugars, separate from the cargo, but pile them up as a facing, sometimes ten bags high. The stencilling is not readily seen, and in many cases the pkgs. are not accessible.

Section 19. The boring and cutting of sample pkgs. by the merchant samplers before the Government samples have been taken is done very frequently. This is through the carelessness of inspectors or store-keepers.

Section 22. Molasses samples are never placed in the wooden sample-chests—it would be impracticable to send one small tin can holding molasses in a large wooden box. Tin sample-cans of one quart capacity, to be locked, should be provided.

Section 26. The proper care and circumspection is not used by inspectors, weighers, and store-keepers in selecting, marking, and preserving the identity of sample pkgs.

Section 28. On the refinery districts sample pkgs. are generally removed immediately on being sampled this is done to secure needed room and is allowed by inspectors and store-keepers.

Section 29. Better facilities should exist for transmitting samples from docks to the examination room. Two wagons now perform the work, a third wagon is necessary from October to August in each year, and no samples should be allowed to remain over night in the closets on the docks.

Sections not included in the foregoing are generally observed sugars, which are light-ered to a distant refinery or warehouse as soon as weighed, should be compelled to leave the sample and re-sample pkgs. until the expiration of re-sampling time, as there is every facility for the making of spurious re-sample pkgs. or of wetting the re-samples by the lightermen while in transit. All sugars should be only re-sampled where originally weighed; permission to re-sample elsewhere opens the way to fraud.

CLASSIFICATION.

Section 30. Observed.

Section 31. Sugars above 13 D. S. are frequently passed by one examiner instead of two. In case of re-sample the retained sample is never used, since the original samples are all drawn over again, which in my opinion is contrary to regulations and unnecessary.

Section 32. This section is totally ignored to the best of my belief. I have never known of its being done. I consider it a useless regulation; no good to be obtained from its practice.

Section 34. Observed.

Section 35. Observed.

Section 36. A divergence rendering a 4th and even an 8th test necessary often occurs.

Section 37. See reply to section 31.

Section 38. Observed.

Section 39. Observed.

Section 40. Observed.

Section 40. Observed.

Section 41. Observed.

Section 42. Observed.

DAMAGE.

Section 43. Damage examiner rarely sees the vessel which has discharged the sugar upon which damage is claimed; neither does he see the cargo discharging.

Section 44. The damage examiner only samples the lots laid out as damaged, the test of the sound having been already ascertained by the sugar examiner. Only a part of the damaged lot is sampled by the damage examiner. In my judgment he should ex-

amine each and every pkge. upon which such claim is made and the amount of damage is much smaller than as represented.

Section 45. Observed.

Section 46. Observed.

Section 47. Observed.

Section 48. Observed.

Section 49. Observed.

Section 50. I have never seen tabulated statement of the classification of sugars with damage allowance attached. In fact, that is a matter that is kept mysteriously by itself somewhere, I know not; that it is ultimately checked off on the invoice I have no doubt. All re-samples should be noted on the tabulated classification sheets; they hardly ever are so noted.

You will perceive from the foregoing that the regulations which should govern our every act in connection with the classification and sampling of sugars is more "honored in the breach than in the observance." In the matter of re-tests the astonishing feature presents itself of sugars which have been lying as a retained sample 24 often 48 hours, and which should, according to physical laws, test higher than when first tested, in consequence of evaporation, nine times out of ten the re-test makes matters satisfactory to the importers—the test comes down.

I do not recognize re-testing sugars as legal, never having seen any order from the Secretary of the Treasury Dept. making it so. At the same time the original number of tests might be increased to the Government's advantage in the mixing of sugars. This has been done for years by one examiner. No one man should continuously mix sugars in the examination-room any more than any one sampler should sample on any one district more than a month at a time. This same examiner marks the classification on each and every invoice. This should be done by the clerk who keeps the tests-book under the direct supervision of the assistant appraiser of the sugar division. Men who are not regularly appointed sugar-samplers should not be detailed to sample sugar, and the assistant appraiser should have entire charge of the disposition of the men in his division in order that he may be held personally responsible for the result of the same.

Yours, respectfully,

J. S. McELWEE,
U. S. Sugar Examiner.

EXHIBIT 102.

JUNE 28th, 1887.

ABRAHAM G. REMSEN, sugar examiner 8th division.

Being duly sworn, requested *before going further with his testimony* that he be given opportunity to look over and revise his statement.

Admits and says that there is a feeling of animosity towards the investigators, although all employes of the 8th division are aware that the investigation is made by order of the Secretary, and were so notified by the appraiser in an official letter to the assistant appraiser of the 8th division.

I saw Dr. Sherer and had a conversation with him on the subject of this investigation previous to being summoned here. He came into the sugar-room of our division and spoke about having a stenographer take notes of my testimony, as that was what he was going to do. Examiner Browne, supt. of examiners and samplers, was present, who I understood to say would also demand notes of his testimony. Mr. Thos. D. Johnson, clerk of the sugar-room was also present.

The statement of Dr. Sherer that he would demand notes undoubtedly influenced those to whom the statement was made. Similar conversations were had by me with Mr. James Dale, Chas. H. Trainer, Appraiser Tice, and Mr. Abbott.

The employes or chemists of the laboratory visit the sugar-room occasionally.

They have messengers to carry official messages to the sugar-room. They are Philo Cole, P. Doonan, Jas. Sinilay, and Capt. Flowers, or whoever is acting clerk.

I am in charge of the sugar-room. The sugar chemists and employes who visit the sugar-room are Dr. Sherer, Mr. Abbott, Mr. Landsman, Mr. Davis, Mr. Morse, Mr. Rigney, Mr. Wainwright, Mr. Ball, Dr. Baker, and perhaps some others.

Besides employes of the appraiser's stores those who visit the sugar-room are Mr. Dreyfoos and Mr. Burt. These gentlemen are sugar brokers, and represent a large number of sugar-houses and refineries.

Mr. Brown, representing Moller, Srerck & Co., Mike Dillon, representing Caballos & Co., entered the sugar-room and presented me a pass. Mr. Burt has shown me a pass and his clerk has entered upon the same pass. It is made out in the name of Mr. Burt. They have occasionally come into the sugar-room on matters respecting their importa-

tions, but it is not allowable, and I have ordered them out many times. I have ordered out Mr. Dreyfoos and Mr. Burt. Mr. Burt comes into the sugar-room about every day. He inspects the classifications that are posted up in the ass't app'r's office. I have seen Mr. Burt inspect invoices and classification sheets of other than those that he was broker for.

Mr. Burt, Mr. Dreyfoos, and other sugar brokers have rec'd their classifications in memorandum before they were noted on the invoice, and if the test is too high Mr. Burt and Mr. Dreyfoos write a request, generally addressed to the ass't app'r, asking for re-test. I do not know whether such procedure is in violation of the rules or not.

Mr. Burt almost invariably procures his own notices of classifications in person, and Mr. Dreyfoos sends his messenger or clerk.

Par. 50 of the regulations states that notices shall be mailed to importers at the close of business each day. This is not done in all cases.

Notices are not mailed to firms represented by Brokers Dreyfoos and Burt unless they should not call for them, but as a rule they always call or send. Messrs. Burt and Dreyfoos almost daily ask for re-tests, and occasionally, when there has been a dispute on the test of a certain mark, several tests have been asked for and made.

Sugar-brokers Burt and Dreyfoos occasionally send back tests for verification, but do not remember of their sending back more than once at a time, which requests I forward to the laboratory. I send up the requests for re-test by numbers. For instance, say, I send number 5 to-day; it may be requested that a re-test of that mark be made. I have its duplicate written out in a book and give it a new number. To re-test No. 5, I say please re-test No. 5. I have the retained sample, which is given another number, but do not say anything about that to the laboratory. The object of that is, so that there shall be no knowledge in the laboratory and that they will go right along with the test. If that re-test was not satisfactory to the broker they have in many instances called for further re-tests, which have been three re-tests of one mark; and then it would be very rare when re-tests would be asked for from the retained sample unless it was sugar in a large tin, and then we would make more tests, the object of which is to get a correct test. We break the lumps with a mallet. I thoroughly mix sugars so that re-tests ought not to be required, but in many instances they are asked for and granted. Whenever re-tests have been asked for they have been invariably granted.

It is usually a week after original test is made before the closing up of the classification; in the mean time requests are being made by the importers for re-tests. In cases of re-samples being taken, a month might elapse before the invoice is returned. The requirements of regulation, Par. 50, are not wholly complied with as to the posting of the tabular statements of classification of sugar, as it is a physical impossibility, and, as a rule, several days elapse after the classification before the posting is made, and in the mean time this gives the brokers opportunity to have their samples re-tested. I saw Mr. Burt, the sugar broker, yesterday (June 28). He met me in the second division as I was passing in and said he would like to have a little talk with me. The subject of such conversation was the classification of sugars at this and the port of Boston, and the present investigation of the subject at this port, remarking as to the latter "that it would amount to nothing." I have heard expressions used as to the "Burt sugar ring." I have also seen it in the newspapers. In the appraiser's store I have heard the expression used, "I suppose this is some of Burt's sugar." It was said facetiously, as they supposed it to be such from the fact that I had sent it down for test late that day. It is generally understood among employés, particularly in the 8th division, that there is what is called a "Burt sugar ring" at the appraiser's store, and of which Mr. Burt is considered the head.

There is a general feeling among the employés of the 8th division that certain of the employés in that division are quite friendly to Mr. Burt. Some of the persons to whom that feeling is attributed are Mr. Bowne, Mr. Jacobs, Mr. Davis, and myself.

It has been intimated to me that Mr. Burt and Dr. Sherer were very intimate, and that has been my own impression, in a general way, derived from the fact of the observance of gentlemanly consideration between them. I have heard Burt scold about his tests many a time. I think at times there has been a kind of coolness between them.

I have never received any information or complaint that the firms represented by sugar brokers Dreyfoos and Burt ever had undue consideration on the part of their invoices, which complaints I think would naturally be made to me, as I am the examiner in charge of the division; but such complaints should, be made to the head of the division, the ass't appraiser.

Mr. Tice, the present ass't appraiser, is a new man. Mr. Hay, the former ass't appraiser, was a very intimate friend of Mr. Burt. I have protested at different times against Ass't Appraiser Hay's action on Mr. Burt's invoices. In spite of these objections Mr. Hay and Mr. Burt had their swing, and as the ass't appraiser was my superior officer, my objections were without avail, and I might have favored Mr. Burt's

interest in certain directions at the suggestion of Mr. Hay. I have never written up an invoice wrong. I could not possibly write up all invoices myself, and other examiners have assisted in such work, as also Mr. Hay, when he desired to help me out.

If Mr. Burt has had any invoices written up wrongly it has been done without my knowledge, and I do not know of any invoices wrongfully written up and have never been requested to do such a thing, and have no reason to think that any one else has, although it has been intimated to me by Mr. Gill, a former sugar examiner, that such was the case. I did not report his statement to my superior officers, but talked the matter over with him, as I generally scrutinized the invoices; but of course could not do so always. I considered Mr. Gill a thoroughly honest officer, and he was so regarded by all of us. He frequently made complaints relative to the examination of sugars, but no action was taken on them on account of the manner in which they were made. I made mention of Mr. Gill's statements to Mr. Hay and one or two others in the division, but Mr. Hay seemed to be powerless to do much of anything from the fact that we had a force of men that he could not control very well. I am also sure that Mr. Gill made these same complaints to former Special Agent Adams, who sent for me once or twice in relation to them.

Special Agents Adams and Ayer were both made acquainted by Mr. Gill with the irregular methods employed in taking sugar samples. I am on the docks but very little myself. Mr. Bowne assigns the samplers to the different districts. Mr. Hay used to make these details, then I did; then it was submitted to Appraiser Ketchum. Mr. Bowne, our examiner, makes these details at present, and sometimes asks me what I think of them. He goes on the docks where the men are. The assist. appraiser may have made these details once or twice. When first appointed he told me he intended going on the docks quite often, and intended making the assignments of the samplers to the different districts, but I believe he has made such assignments but once. He stopped because a change had been made in his assignments; that is, Mr. Tice sent another man in place of the sampler that Mr. Bowne had assigned, and that led to a quarrel. Mr. Bowne had been assigned, I think, by the Secretary of the Treasury for that duty, to have general supervision of all the work of the examiners and samplers; that, I understand, was so written. I never saw the letter. Mr. Bowne told me so, and it was supposed he was the best judge of where to assign the men. He assigns them generally; that is, one good worker with a poor worker. Mr. Bowne made out the assignment of all the men; that was sent in to Mr. Tice for his signature, and he changed one man. Mr. Bowne did not object or care much about it, still it made a feeling. Mr. Tice gave right up to Mr. Bowne. I think the name of the sampler was Mr. Twamley, and he was detailed on the district of the "Havermyer and Elder" dist. Mr. Bowne objected to the change and the quarrel ensued, and Mr. Tice put his name back again and assigned him to the Havermyer dist., where he filled out the balance of his time.

Mr. McMullen called Mr. Tice's attention to the fact that Mr. Bowne's duty was to attend to the assignment of the men. Mr. Tice came up stairs and told me that.

I think Mr. Burt got Mr. Bowne into his present position. I was appointed by Gen'l Palmer, who was very intimate with Mr. Burt, and when I came into the service Mr. Burt got me the position of sampler in the appraiser's store. Mr. Burt got me advanced to an examiner, and he got me advanced to my present position. I never said to Mr. Burt that an advance of salary would be satisfactory to me. He got my salary advanced from \$2,200 to \$2,500 about May 21st, '85. Mr. Bowne treats Mr. Burt very kindly, as he got him his position. Mr. Burt never stated to me that he got Mr. Bowne his position, but from his conversation I presume he was responsible for it. I know that Col. Hay owed his original position (clerk) to Mr. Burt, and that he got him in as examiner and then he got him in as asst. appr., and through Mr. Burt's influence he was kept in until his resignation. I think Mr. Burt has influence with the appraiser; I should suppose the Havermyer and Elder interest have influence at the appraiser's store.

At 2.20 p. m. to-day (28th inst.) I (Mr. Remsen) was sent for to the examination room by the appraiser and asked to state the leading questions that were being put to me here. I told the appraiser that I was under oath, and declined to give him any information. He did not ask anything else. I did not see any one else there. Mr. McMullen knew I was being examined here, but perhaps thought I was through. The mess'g'r went to my room and was told I was down here.

I told the appraiser that I was under oath, and he seemed to think that I ought not to have allowed myself to be sworn. I suppose Mr. Burt had a strong hand in putting Mr. McMullen into his present position. I suppose Mr. Burt's influence put Mr. W. C. Jacobs into his present position, with a salary of \$2,000.00. It is generally known in the division that he has. I consider Mr. Jacobs a very truthful, honest man. I suppose it would be natural for him to be friendly with Mr. Burt.

I think Mr. Burt put W. D. Davis in his position, and has had him advanced in salary from \$1,800.00 to \$2,200.00.

I begin to think that there is some foundation for the remark that there is a "Burt sugar ring."

I have heard Mr. Burt ask for Mr. Jacobs to be put on No. 2 dist.—"the Havemyer & Elder dist. He has generally had him where he wanted him.

From what I have seen I am rather of the mind that Mr. Burt and Mr. Tice have not been very friendly. It is not generally understood that Mr. McElwee was Mr. Burt's choice for asst. appr. I think I was his choice. I do not know of his having presented my name. I could not fill the position to my own satisfaction.

I know that Mr. Burt felt quite disappointed when Mr. Tice got the appointment as asst. appr., and the general impression prevailed to that effect.

I think Mr. Hay ought not to have been dropped, but there was a change of administration, and he was not well, and had lost all his energy for probably a couple of years before; he was pretty deaf.

Very often when he was sick it affected his mind, and I have hardly considered him capable of fulfilling his duties. I know that a strong mind ruled him, and that strong mind was Mr. Burt's.

Mr. Doucy is supt. of openers and packers, and he is very intimate with Mr. Dale, and the cause of this is that they are old acquaintances and live near one another. They may have financial transactions. Mr. Dale is a man of property and he loans money to the employés.

I suppose Mr. McMullen retains Mr. Dale in his present position through the influence of Mr. Burt.

I know Mr. Jas. Maloney and suppose Mr. Burt's influence has kept him in his position.

We have two wagons; Maloney and Kelly drive them. I am pretty certain Maloney owns his and Kelly also. I don't know that they are presented to them.

I was in the sugar-room on Saturday morning when you (Mr. Byrne) came in. Mr. Burt was sitting at the table in the office that morning, getting his classifications from the lists, and also the reports. They are addressed to Havemyer & Elder.

He takes them from the official notice. It is sent in for him to get when he comes.

Such favoritism is not shown to Mr. Burt alone. I don't think it is contrary to the regulations.

Mr. Burt can look over the classification made of Mr. Dreyfoos' sugars, but Mr. Dreyfoos can not look over the classification made of Mr. Burt's sugar, for the reason that Mr. Burt's were enclosed in the book labelled "to be written up" while Mr. Dreyfoos' were laid openly on the table or desk—Mr. Traniers desk.

I do not consider the appraiser's store or any part of it a public place for the posting of classification notices. If I had the direction of the matter I would have them posted at the rotunda of the custom-house. I do not know what caused the change from the custom-house to the appraisers. Col. Ayer was here and was well aware of the fact, and it was done with his countenance. There can be no explainable reason, to my mind, why those sugar classifications should ever have been posted in the asst. appr.'s office. I see no possible good, and there might be possibly harm in such posting, whereas if the notices were posted in the rotunda of the custom-house, and notices mailed to importers, as required by the regulations, no harm would be done; it would be fair to all, and the Government and the importers would be treated fairly. It would keep the brokers out of the sugar division.

I know Peter Twamley. I suppose the influence of Col. Burt and Mr. McMullen retains him in his position, and I spoke a good word for him.

The impression prevails, I think, that Mr. Burt's influence got Mr. Jas. D. Johnston his position.

The trade gets information of damage allowances by sending to the damage deptmt.

I am not aware that it is in direct violation of the regulations.

Invoices can not be more speedily returned to the custom-house, because it is too much work for one man to pass sugar and write up invoices.

I think the work of the 8th division would be very much expedited if we were relieved of the annoyance of those constant visitors—the brokers. I suppose half our time is taken up with them.

Packages designated and placed for sampling, under the sugar sampling regulations, have been removed before the 48 hours allowed in par. 28.

In a vague way I have heard of samples being improperly drawn on the wharf. Mr. Gill complained to me about the excessive water in the sponges on the triers. I think it is not so now. The least suspicion I have of the the sugar being wet I call Mr. Browne's attention to it, and find out what district it comes from. About a couple of weeks ago I made such report; it was in Mr. McElwee's district. I do not know who the samplers were at that time.

Mr. McElwee's attention was called to it by Mr. Bowers—he was very glad to have his attention called to it. I don't think he found out the identical sampler who used

the water. Sponges are furnished to the samplers, and they are warned not to use a wet sponge, and to keep their triers clean, but not to use excessive water. Wet sponges were used away back in '83. Emery and oil are furnished regularly to clean the triers. Col. Ayer told me that we were to use wet sponges. I believe now from what you say that wet sponges are contrary to the regulations. I attribute the use of the wet sponges to Col. Ayer. I have heard of samples being substituted for the United States samples. I guess it was away back in Gill's time. I have heard of duplication of the United States stencils. I have every reason to believe that it was done. I believe it was done in the warehouses in Brooklyn. To the best of my knowledge it might have been Harbeck's or Wall st. Laboring men were supposed to be implicated in it. No samplers were removed for implication in it. Mr. Bowne made all the investigation. It was reported to the appraiser, Mr. McMullen. The only action he could take was, to go to work and get correct samples. That was six months ago, at least. I have heard of the heads of sugar casks being changed. Capt. Adams sent for me once, and I sent him John Farren to try and detect it, but he could not. I have no doubt but what it existed. That was when the captain was chief here.

The cause of the quarrel between Mr. Burt and Mr. Dreyfoos was, that the former charged the latter with trying to get his business from him. It still exists. I have seen them meet without speaking.

Mr. Dreyfoos has been in the business for 8 or 10 years, but he has not always represented the firm that he has now. He has lost a lot of firms lately, from being unable to keep down classifications. A broker acquires or loses business as he is successful in keeping down tests; and by these means business is built upon their ability to keep the test down—to get a low classification. A broker's business is practically for facilitating and expediting matters at the appraiser's store, and securing low tests.

Mr. Dreyfoos has recently lost the firms of Smith & Shipper, Willard Haws & Co., and others, because they thought the classifications did not suit. I think the tests at this port and Boston have been conforming a little closer than formerly.

It is generally considered that Boston imports as good a grade of sugar as New York. We get a sugar that will test away down to 75 (Muscovado). I don't suppose they would touch such sugar in Boston. I know the "Courtantia brand." I don't think I could average its test. I think it is down to 95, and I have known it to go up to 97. I have known it pay duty at 96.

The effect of taking a sample from every package of sugar imported into this port would entail a great amount of cost to the Government, yet I fully believe that the Government would save a great deal of money by such procedure, and that such sampling would prevent beyond all possible doubt or question any palpable frauds in sugar importations. It would not only save re-sampling, but it would be a *bona fide* security to the Government and the importer; and even if it cost \$500,000 a year money would be saved thereby, and would prevent fraud. I have no doubt in my mind but that fraud is being perpetrated upon the customs revenue in the importations of sugar, and I believe it from the fact that so many irregularities against the interests of the Government can creep into the present method of enforcing the present regulations; and in my judgment an entirely new set of regulations should be made to secure the proper revenue to the Government and prevent fraud.

I make this statement from the fact that I have been engaged for 18 years in the sugar division of the appraiser's store at this port, and owing to my long experience and knowledge in the sampling, testing, and appraising of sugars.

I consider that the present sugar-sampling regulations offer many loop-holes for fraud against the Government. I consider that the asst. appr. of the 8th division should be a man who has had some knowledge of sugars, and also who is an active man both mentally and physically, and have a constant and direct supervision of the whole work of that division outside and in.

The services of the present asst. appr. of that division are merely perfunctory. I think the officials and employes of the 8th division stand in awe of Mr. Burt's influence more than any other person, either officially connected or otherwise.

I inferred from the appraiser's remarks that he censured me for giving testimony under oath.

He did not give me any advice, suggestion, or instructions as to any further testimony.

JULY 7, 1887.

On the day following my examination by you Mr. Jas. Burt, sugar broker, appeared in the office of the 8th division and inquired of me if any merchant had accused him of having and receiving any undue consideration at the appraiser's store? I inferred from Mr. Burt's remarks to me that I had stated in my examination that it was currently reported in the laboratory that the "Burt sugar ring" had existence; to which I re-

plied that I refused to talk on the subject, being under oath, and thought that Mr. Burt had no right to question me. I do not know how he obtained any information as to anything testified to by me. I know of no regulation where specific or implied permission is allowed or directed whereby sugar importers or their brokers can obtain re-tests on their own application, although it is the rule at the appraiser's store to make such re-tests when requested. Refusal to make re-test for importers on their application has never been made to my knowledge, and it is a rule to grant two and sometimes three re-tests on their application after the original classification has been made in the laboratories.

On account of the crowded condition of the work in my division it has simply been impossible to write up the daily statement of sugars classified during the day, as required by regulations; but on the other hand, two, three, four, five, six, or more days intervene between the original classification of the sugar and the noting of said classification upon the tabulated statements. When these sheets are written up they should, and so far as I know, be correct. When correct they will show name of vessel, importer, where from, date of entry, marks, color, and classification for duty, as well as the number of packages per cargo. As I understand it, passes, when issued, are given to the importer or their representative, entitling them to visit only the division in which they have business. Those are the only passes I have ever seen, and simply granted permission to visit the desk of the assistant appraiser of the division; yet, as a matter of fact, sugar brokers and importers daily visit the 8th division. In my opinion Mr. Jas. Burt is the most frequent visitor, and next to him J. A. Dreyfoos, or his clerk, to the 8th division.

One of the advantages Mr. Burt derives in following up his invoices through the 8th division, pushing them forward, obtaining early classification, etc., is that it gives his firms advantages over others, and enhances the value of his personal services as a broker with the sugar importing trade. As far as I am concerned, I always endeavor to act impartially, but from the fact of Mr. Burt's daily presence in the sugar division, he does receive preference is from the fact that he is there to request and demand the same.

The office of sugar sampling district No. 2, with direct telephonic communication with the sugar-room in the 8th division at the appraiser's store, is on the premises of the Havemeyer & Elder Sugar Refining Company. In this office sometimes sugar samples are kept over night. The sugar triers and other sampling instruments are also kept there.

It often happens that the examiner on District No. 2 (Havemeyer & Elder refinery) telephones to the sugar-room, 8th division, and obtains information from myself or Mr. Bowne that certain sugars belonging to the H. & E. Company have been tested and are all right and the tests acceptable to Mr. Burt, their broker, and that the samples can be melted up. This release of samples is made invariably within 24 hours of the drawing of said samples, thus facilitating the importations of the Havemeyer & Elder Sugar Refining Company. This is the only direct Government telephone wire connected with any private refinery.

ABRAHAM G. REMSEN.

Sworn to and subscribed before me this 7th day of July, A. D. 1887.

T. AUBREY BYRNE,
Spl. Treasury Officer.

NEW YORK, July 12, 1887.

ABRAHAM G. REMSEN, examiner, further states:

In regard to the matter of tests and re-tests made at the request of sugar importers and their brokers, wherein the re-tests asked for show a higher classification than the original test, the importer or broker invariably claim the lower test, which has always been allowed and so noted on the invoice, although there may be by thus granting the low test one full degree, equal to $\frac{1}{100}$ cents per pound loss to the Government revenue. This custom has been the practice for years past, as established by former Asst. Appraiser Frank Hay.

I think this custom of re-testing at the request of the importer a pernicious one and should be abolished, as the Government's samples and original tests are as fair to the importer as to the Government. Aside from this fact, it entails an exceeding amount of extra work, and in many instances the revenue suffers therefrom.

I have repeatedly discussed this matter with Dr. Sheverer, the chemist, who holds to the opinion that the present practice is a correct one, and evincing a leniency towards the importer, I holding that the original test should stand, it having been correctly made. Mr. John Sherer, the sugar damage examiner, holds to the same opinion as his brother, Dr. Sherer, the chemist in charge of the laboratory. I understand that Dr. Sherer interprets the regulations as permitting of three-tenths of a degree in the classifications made from the test. This accounts for the number of even degrees noted on invoices as the classification.

If the tests of a sugar sample made in the laboratory read 96.1, 96.2, and 96.3, the test

that I should note for classification on the invoice would be 96.1; but as a matter of fact this does not occur very often, because the tests don't read as a rule 96.1, 96.2, 96.3, but do read 96.4, 96.5, 96.7, and 96.8.

When the tests read up as high as 96.4 to 96.8, the dropping of $\frac{3}{10}$ does not affect the duty, but when they read 96.1 to 96.3 it does.

From my long experience as an examiner of sugars, and in charge practically of the classifications, I am decidedly in favor of the total abrogation of the making of re-tests on the requests of sugar brokers or importers, thus relieving the sugar division of the constant importunities of the sugar brokers, and also saving to the Government the possibility of manipulating tests to the loss of the revenue, which, as I said before in my testimony, is the main object of the sugar brokers, evidenced by them and their acts daily.

When Sugar Broker Burt calls in the asst. appraiser's office for his tests and does not find them, a messenger is sent into the sugar-room for them, thus interfering with our work, and necessarily creating some delay in the legitimate performance of our duties. We always take up our work in regular order and perform our duties as rapidly as possible, and do not need such prodding as we receive from the brokers.

ABRAHAM G. REMSEN.

Sworn to and subscribed to before me this 12 day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 103.

NEW YORK, July 26, 1887.

WILLIAM H. TOWNSEND, examiner, sugar division, states as follows:

Was appointed originally to test sugars in the laboratory with a polariscope, at \$1,200 per annum, in 1883; entered examination for promotion and appointed examiner in the 8th division in 1885 at \$1,800 per annum.

I acted at one time (in 1884, I think) as damage examiner, in the absence of John A. Sherer, who, I understood, resigned. I filled this position about six weeks and signed damage warrants on sugars. I tested the damage samples in the United States laboratory. I believe the custom is and has been for only one examiner to sign damage warrants for sugars, while I am of the opinion that in all other appraisements for damage the examination must be made by two examiners.

I have never noticed or seen anything which indicated to me that sugar broker Burt had any undue influence in the 8th division. I do not know any U. S. samplers or examiners who are influenced by merchants or their brokers to draw samples favorably; neither do I know any method at present in vogue, nor any irregularities which have transpired, nothing having been brought to my attention, and I am of the belief that the Government receives all the revenue it is entitled to.

I was cautioned to be on guard, as fraudulent stencilling was reported as having been done. With this exception I know of no irregularity.

WM. H. TOWNSEND.

Sworn and subscribed to before me this 26th day of July, 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 104.

Dr. EDWARD SHERER, examiner in charge of U. S. laboratory, under oath states as follows:

Q. You were appointed to the service on what date?—A. On the 10th May, 1880, in charge of the U. S. laboratory, then located at Varrick st., and have been in charge to date.

Q. In 1883 did you assist in the compilation of these regulations?—A. Yes; I did so.

Q. Who did you assist?—A. The portion of the work which came directly under my supervision is that which relates to the testing of sugars, marked "classification" from classification down to the "estimation of damage." I framed that portion of the regulations, and they were made at the request of the Secretary of the Treasury, conveyed through the appraiser to me, and they were afterwards adopted and embodied in the regulations.

Q. Who had special charge of the making up of the regulations, so far as the rest of

the regs. is concerned?—A. Col. Ayer perhaps drafted most of them, except the estimation of damages; that my brother drew up.

Q. You had frequent conferences with Special Agent Ayer?—A. Yes.

Q. And gave him the benefit of your knowledge of sugar?—A. Yes, sir.

Q. Who else was present assisting and offering Col. Ayer suggestions and aiding in the compilation?—A. My brother John was sometimes present and assisted him. I don't recollect that any one else was ever present and assisted in the compilation.

Q. Were you ever present when Col. James Burt assisted?—A. I was never present when the subject was discussed and when Col. Burt was present.

Q. Do you know that he gave assistance?—A. I do not know that he gave assistance.

Q. Do you know of any one else who assisted Spl. Agt. Ayer in making up these regulations?—A. I do not. If you allow me, I will say in explanation that, after the regulations were framed and blocked out, type-written copies were made, and I accompanied Col. Ayer, at the request of the appraiser at that time (Mr. Ketchum), on a tour among the sugar importers. We visited a considerable number of importers and presented the draft of the regulations and discussed with them questions which arose in regard to them, and satisfied ourselves of the general acceptability among the trade; some criticisms were made and talked over. It was desired to have an expression of opinion from them in regard to the set of regulations, which was something that had never been done before, and the regulations were generally acceptable to the trade.

The only importers that we did not call upon in that connection were Havemeyer & Elder or Col. Burt.

Q. At the time the regulations were framed what was the reason why a call was not made on these people?—A. It happened to be inconvenient. Mr. Havemyer was, at the time we called, out of his office, and to see him required more time than we could well devote to the matter. We saw we had enough to get practical acceptance of the work and we did not think it was necessary to go and see them.

Q. These regulations as promulgated have been somewhat amended by subsequent circulars?—A. Somewhat.

Q. But as they stand at the present time they are such as should be enforced?—A. I regard them as such.

Q. Do you know any of these regulations that are to-day disregarded?—A. I do not.

Q. Do you know that the paragraph which requires the use of red plugs in sample packages after the samples are drawn is not conformed to?—A. I did not know it until recently.

Q. By whom were you made acquainted with the fact?—A. I can not recall.

Q. Did the appraiser state it to you?—A. The appraiser did not state it to me.

Q. Did you know why Col. Ayer was transferred to San Francisco?—A. No, sir.

Q. You considered him an efficient officer at this port?—A. Very efficient.

Q. Was he a man skilled particularly in the matter of sugar?—A. I think that Col. Ayer gave more attention to the question of sugar classification than perhaps any other.

Q. Do you know of any of the paragraphs in these regulations which should at the present time be amended?—A. I should not be prepared to suggest any amendment. I am not prepared to say that they could not be amended.

Q. You think that under the regulations the Government can obtain all that it is entitled to?—A. I do.

Q. In this par. 47 do you understand that that paragraph was made with the view to have tabulated forms forwarded from the Department to the various sugar ports as a guide for the making up of the result of sound and damaged samples?—A. I understand it to be simply an illustration of the method that should be followed by the examiner.

Q. What is your method of making returns of damaged sugars?—A. It has been customary to report to the damage examiner the polarization and percentage of water and the polarization of the dry substance of the sample of the mark received from him; that has sometimes been done on the little slip of paper that you see there. Sometimes a certificate has been filled out, a record of it being kept in the laboratory.

Q. Is there any signature put to the laboratory results on the damage sugar as reported to the damage examiner?—A. I think not. There is a record on file there with the initial letter of the man making the test.

Q. Why is not the same procedure followed in the case of damage certificates as in sound tests?—A. It was customary for a long time for the damage examiner to make his own test. It was not expected or contemplated that a damage sampler should necessarily be examined in the laboratory. The examiner was given a great variety of other work, and he brought his samples to the laboratory and requested that they be tested. Of course, care was always taken to keep a record of the tests.

Q. Do you appoint a certain man to do damage sugars?—A. I have found it convenient as a rule, but not always. At present that work is done mainly by Mr. Ball; dur-

ing his absence any one of the gentlemen who is not engaged in the regular sugar work is requested to do damage.

Q. Is Mr. Ball an examiner?—A. No, he is not; his rank is that of a sampler. He does such sugar work as any one of the examiners and yet does not rank as an examiner. The work of the examiners is on the invoices in the sugar-room. We have, at times, all ranks engaged in testing sugars; they were all practically at first sugar testers.

Q. Are those men that are at present employed in the laboratory experts in the testing of sugar?—A. Yes, they are so regarded.

Q. Are they men who have general knowledge as chemists?—A. Not all of them.

Q. Who have?—A. Some of them have had no special chemical training except such as they have received since they were in the service. Mr. Crumbie and myself have had chemical training. Mr. Abbott, Mr. Rigney, Mr. Ball, Mr. Landsman, and Mr. Morse have not had special chemical training, though are practically the men that are engaged on sugars. Mr. Morse does not read the tubes in the instrument.

Q. By reading tubes you mean ascertainment of the value of the sugar solution in the polariscope?—A. Yes.

Q. Is Mr. Abbott a practical chemist?—A. No, sir; he is a sugar expert.

Q. Is Mr. Abbott a capable and competent examiner according to what is expected of him?—A. I so regard him.

Q. When you are not there he is in charge of the sugar-room in the laboratory?—A. Yes, sir.

Q. Does he sometimes sign certificates as chemist in charge?—A. No, sir; Dr. Battershaw is the chemist in charge of the laboratory in my absence.

Q. In reading solutions of sugar when two polariscopists are engaged upon the same sample, each testing a duplicate tube, what is your method as you instruct them?—A. The regulations, of course, prescribe a method that is to be followed in the matter. The sugars are weighed off by separate men, the duplicate weighing being made and the solutions are prepared and placed in the tubes; each man sits at the instrument and writes his own reading down without comparison. After the readings are ended then it is customary for me to compare the duplicates, noting where the difference exceeds three-tenths of 1 per cent., and I then make the necessary alterations and call the attention of the examiner who has previously read the tube. He always has the opportunity if he desires of reading it again himself. If the difference is at all noticeable, I am in the habit of asking him to do it. If the variance does not exceed three-tenths of 1 per cent. the lower of the two readings is then accepted as the test for classification.

Q. Who are the men that are paired together as partners so called?—A. Generally Mr. Abbott and Mr. Landsman read together. Mr. Rigney and myself. I generally read Mr. Morse's tubes, and if I am there I always read them. If I am not there Mr. Abbott does it, or Mr. Crumbie, or at times Mr. Ball. Mr. Chapman is sometimes called down to read by polariscope. I think I have sometimes read his tubes.

Q. Does Mr. Flowers sometimes read?—A. It has been a long time since he has been called down to do anything of that kind.

Q. Is there any one in the laboratory who is incompetent to read of those gentlemen that have been named?—A. I should be very doubtful in regard to the correctness of Mr. Morse's readings, and should feel considerable hesitation in trusting to his readings, unless he would demonstrate by practice that he could read.

Q. Did he pass a civil-service examination on the reading of _____ by polariscope?—A. He passed a civil-service examination which qualified him to read sugar by polariscope, and which resulted in his appointment to do that work.

Q. Did you submit the questions on that examination?—A. The expert questions relative to sugar were framed by me.

Q. Did you see his examination papers?—A. I do not recall now whether the report was submitted to me or not.

Q. Is his eyesight defective?—A. That is a matter that is very evident to himself. He has expressed a desire for me to read his tubes.

Q. Suppose, for instance, that a sugar sample is tested 95.8 and the duplicate sample tested by the partner reads 96.1, you would accept the 95.8?—A. Yes.

Q. Suppose it was 95.9 on one tube and 96.2 on the other, you would accept the 95.9 as the test for classification?—A. Yes.

Q. Under what circumstances would you take a test as the test for classification which was, for instance, 95.1?—A. After carefully re-reading the tube and assuring myself that that was the reading of it, and that very rarely occurs, because the second reading of that tube results very probably in putting it at 95.3 or 95.2 or at 95, the same tube read by the same observer at an interval of ten minutes may be read by him one or two tenths from his first reading. In going over our books you will very rarely find $\frac{1}{10}$ of an even figure as the figure for classification. Sugar testing not above 90 pays two cents, and sugar testing 90.1 would pay $\frac{40}{100}$ ct. per lb. additional.

I should look at that tube very carefully and the result would probable be to make

that $\frac{3}{10}$ or 90. I think it would be unwise to put it there—I mean at 90.1—for the reason that it would be extremely difficult to prove that to be the correct test. We take the lower of two tests agreeing to within $\frac{3}{10}$ of one per cent., thus eliminating the error of observation, as it is called. I think we have done so; we thus gave the benefit of the doubt to the importer. If we were to report many sugars as $\frac{1}{10}$ of a degree over the even figure the chances are, as the importers always complain that we are higher than they are, that re tests will be asked for. You will find a much larger number of $\frac{2}{10}$ are reported as the tests for classification.

Q. Do you often have to make re-tests?—A. We are sometimes asked by Mr. Remsen, who would send down a note to me and say: "Please verify numbers so and so." There was a time when they were reported as re-tests, for the first two years I think, but it made confusion, and to distinguish between them I usually put verification on the ticket and if it is a third test or retest mark it re-test, and for perhaps two years now they have been called verifications.

Q. Do you have requests sent up for a re-test of a serial number that you have in your possession?—A. Yes, that we call verification.

Q. When request is made for a re-test of a retained sample by an importer what authority of law is there for granting it?—A. Paragraph 33, under "Classification." What was had in mind at that time was that a retained sample should be kept in case of accident to the original sample or any question in the mind of the appraiser himself; and that the correctness of the original test might be determined. It would sometimes happen that a sugar might be imperfectly mixed and the portion under the original number may differ from the portion retained, and the merchant or importer coming to the sugar-room and complaining, and showing evidence of a lower test of that sugar, it would be in the option of the appraiser (asst.) or examiner in charge to verify the original test, and finding that correct to then send down the retained sample with another number and see if that gave the same result; then if it did not, ask for the verification of that that was in the minds of those who framed the regulation.

Q. You know as a fact that when importers and brokers come and ask for a re-test they do not submit their statement of facts?—A. I do not know. I have nothing to do with the matter of franking verifications. Inasmuch as disputes might arise I would have no hesitation in saying that to my mind the broker or importer before being granted any re-test ought to submit the facts that sustain the request. The mere request ought not necessarily imply compliance.

Q. Are there any marks, distinguishing or otherwise, which comes down to the laboratory?—A. The serial number is the only mark. There have been times when Mr. Remsen has sent us samples which had a letter on them instead of a number.

Q. Whose make of instruments (polariscope) have you in the laboratory?—A. Two of the instruments in use are known as the Scheibler instruments, and two are manufactured by Smidth & Haench, Berlin.

JULY 29 1887.

Dr. EDWD. SHERER, examination continued.

Q. The mark A 505 on that slip was the sound and B 505 is the damaged? It is evident to me, from the looks of it, that B was the damage and A was the sound. Does that $7\frac{1}{2}$ per cent. represent the damage?—A. No, sir. In accordance with the regulations, the difference in the water between the sound and the damage constitute one element of the damage; the difference in the polarization of the dry substance is another element of the damage. The only consideration in the allowance of damage which would weigh as far as the tests of these sugars go would be the difference in the water between the sound and the damage. The water in that of the sound 4.62 and the damage 7.50; the difference between those two would represent the damage so far as the test shows it. I have nothing to do with the warrant. My brother's allowance would be based upon that difference in water. The total intrinsic damage would be 2.88.

Q. Are the quartz plates that you obtain standard plates?—A. The name given them by the Germans as applied to those quartz plates is "normal," which I interpret to mean standard.

Q. Are you the Turkish consul at this port?—A. I am.

Q. When were you made Turkish consul?—A. I have acted in that capacity ever since 1872. My official appointment is dated March, 1877.

Q. Where is your office?—A. At 122 Front st., New York City.

Q. Have you a place of business down town?—A. I have not.

Q. Do you know of the laboratory which is operated under the name of Sherer Bros.?—A. I do.

Q. Does that laboratory adjoin the Turkish consulate?—A. It does.

Q. Being connected by a door which is invariably open?—A. I have not visited the

Turkish consulate or laboratory for over three years. I have no knowledge of the present arrangement of communication as between those rooms.

Q. Have you at the present time any interest, direct or indirect, with the business of the firm of Sherer Bros.?—A. I have at the present time no interest, direct or indirect, in the business carried on as Sherer Bros.

Q. Who at the present time constitutes the firm of Sherer Bros.?—A. Mr. F. W. Eastman.

Q. Where does he reside?—A. At Roslin, Long Island.

Q. From whom did Mr. Eastman acquire the ownership of that business?—A. As regards that I am not clear. My connection with that business ceased when I entered the service of U. S. Gov. in 1880. I disposed of the business to Dr. Gideon A. Moore in 1880.

Q. Did a Mrs. Dix at one time own the business?—A. I believe so. She resides at 97th st., Marks ave., Brooklyn.

Q. From whom did she acquire the business?—A. That I am really unable to say.

Q. Was Mr. Jno. Sherer, the damage examiner, your brother, interested with you in this business of Sherer Bros. at any time?—A. Before Mr. Jno. Sherer entered the employment of the Department he was jointly interested with me in this business.

Q. Do you know whether he has had any ownership in it since?—A. He has had no connection with it to my knowledge since.

Q. Have you at any time sent or requested any of the employés in the laboratory to the laboratory of Sherer Bros.?—A. Yes, I have.

Q. Under what circumstances?—A. The circumstances occurred about 2½ years ago. I sent Mr. Landsman down to the laboratory in Front st., understanding he had a friend who wanted a situation, and understanding that my brother (who at that time was not in the service of the Government) wanted an assistant. I requested Mr. Landsman to go down and see him.

Q. Did his friend answer the purpose?—A. My impression was that he did not.

Q. Did you ever send any of the other employés of the laboratory to the laboratory of Sherer Bros.?—A. I have no recollection of having ever done so.

Q. Have any of the U. S. samples been tested at that laboratory of Sherer Bros.?—A. I have no recollection of any such matter. Now that you recall to mind the possibility of such an occurrence of a dispute having arisen as to the correctness of a test and the possibility of sending it down there with the view to ascertain if the result found there accord with the result found here, I will have to retract what I previously said. What you say recalls to mind the possibility of such an occurrence. I also call to mind that it was with the consent and knowledge of the appraiser, not Appr. McMullen, but Appr. Ketchum.

Q. Do you remember sending any of the examiners there to assist in the testing of general samples, not those which had occasioned a question as to the accuracy of the test?—A. Never by any possibility could I have done so.

Q. When you sold out your interest and the interest of Sherer Bros. was transferred to Dr. Gideon E. Moore, did you make any reservations in the bill of sale?—A. I think not. I don't remember.

Q. Have you a copy of the bill of sale?—A. I presume I have.

Q. Will you show me the bill of sale in the morning?—A. I think I must decline to do so.

Q. On what ground?—A. I am prepared to state the reasons to the Secretary of the Treasury in writing.

Q. Do you decline to state the reasons for declining to me?—A. I do.

The request of the Secretary, dated July 1, 1887, was then handed to Dr. Sherer, by Special Officer Byrne, and he continued:

A. I have not refused to give any promise. I do not regard the question you have asked me as having any connection whatever with the question of frauds or irregularities in the sampling of sugar, and I am not at liberty to do what you ask because the interests of another party are involved in doing so. It is a bill of sale in which he is concerned as well as myself. I have no objection to state my reasons to that extent.

Q. If the acts of officers of the Government while in the employ of the Government are always open to examining officers?—A. The act referred to was not an act while in the employ of the Government; a bill of sale of my private property before I entered the service is no bar to my official conduct subsequent to entering the service.

Q. Have you ever explained this matter at the request of any officer of the Government?—A. The subject of my possible or supposed connection with the Front st. business and with the Turkish consulate has twice been a matter of investigation.

Q. By whom?—A. The last time it was by Mr. McMullen, at the request of the Secretary of the Treasury. The first time it was at the request of Gen. Ketchum, by Col. Ayer. It has been twice reported upon to the Secretary of the Treasury, and once to the President of the U. S.

Q. You sold your right, title, and interest by bill of sale; was the bill of sale re-

corded?—A. You must excuse me for declining to give any further information about that subject.

Q. When you sold your interests of the firm of Sherer Bros., did you also give power of attorney to sign the name of Sherer Bros.?—A. I have already answered in general terms what covers the entire subject. I decline to go further into the subject.

Q. Is there any one at the present time who has the authority, under power of attorney, to sign the name of Sherer Bros. in connection with work done on sugar at the laboratory of Sherer Bros.?—A. The same answer will cover that.

Q. Do you decline to answer?—A. I decline to answer.

Q. Where do you transact the business of your consulate?—A. The business is transacted by the clerk who represents me there.

Q. Who is he?—A. His name is Mr. Burton Keys.

Q. Is he a relative of yours?—A. He is a connection of my brother's by marriage. He is in charge of the laboratory at the present time.

Q. Do the two offices connect?—A. I don't know.

Q. Have you executed to him power of attorney to annex the seal of the consulate to official documents?—A. He has my authority. It does not require any power of attorney. The business of the Turkish consulate is extremely limited. It is confined to the routine work of affixing the seal to clearances of vessels, &c., and it is a matter that very seldom requires my consideration at all. Official letters from the Turkish minister are forwarded by Mr. Keys, and he addresses them here.

Q. Do Turks having official business visit you at the U. S. laboratory?—A. No, sir. It has happened on one or two occasions that indigent Turks have found their way here, much to my disgust. I have instructed the watchman to say that the office of the Turkish consul is at 122 Front st.

Q. Have you ever sent for any officer connected with the laboratory to come and interpret for you?—A. I should say that would be hardly necessary.

Q. Do you recall ever having done so?—A. Yes; I think on more than one occasion. I have asked anybody in the laboratory who understood French. I understand it myself pretty well, but there have been letters on subjects with which I was not familiar, and where the phraseology was not clear I have asked the aid of any one who could give it—once of Mr. Landsman, once of Dr. Batkershaw, once of Mr. Benjamin; anybody that I could get to help me.

Q. Did you ever ask any of them to assist in interpreting from a Turk?—A. There was nobody there that could. I should have done it without hesitation.

Q. Do you derive any profit, emoluments, or benefits from the firm of Sherer Bros.?—A. I do not.

Q. Were you at one time engaged in the manufacture of bronze powder?—A. No, sir. At one time I invested some money in an enterprise of that sort.

Q. Who constituted the firm?—A. It was not a firm; it was a company.

Q. Who was the president, treasurer, and secretary?—A. I must decline to answer any question in connection with that matter. I lost every dollar I put into it, and the subject is a painful one. It is a matter of business involving other people and myself, and I must decline to answer any questions in relation to it.

Q. Was action brought against you in a New York court for rental of the building used for the manufacture of the powder?—A. Yes, I was made a party of the suit from the fact of having some money in it.

Q. Who was the man that sued you?—A. I must decline to answer. The suit was brought in a N. Y. court. I don't remember what court or what judge. I was called as a witness in that suit. I was on the stand for about five minutes. I was called, and in reply to questions, I stated that I was Turkish consul at the port of New York, whereupon the judge dismissed the suit. I had made no plea of that sort whatever and was prepared to waive any possible right I had in that connection. I was informed that I could not waive any rights I had. The judge said it was impossible for a suit to be brought against a foreign consul in that court.

The fact was brought out by my own attorney asking me my business. The plaintiff was informed that the proper way was to bring suit in the U. S. court, which he never did.

Q. Have you ever mentioned why?—A. No.

Q. Have you stated to certain of your associates that the reason was because the amount was less than \$500?—A. I may have speculated on that, but I really don't know that the amount must be \$500.

Q. Do you recall what court the suit was brought?—A. No, sir.

Q. Was the judge's name McAdam?—A. I think that sounds like it, and I think it probably was him.

Q. What time was it brought?—A. About 2½ years ago. I don't recall the date.

Q. Are there any clauses in these regulations which, in your opinion, should be changed or modified in any particular?—A. Well, I should hardly think it worth while to sug-

gest any alteration unless there was an alteration in the tariff. I think the Government gets all the duty it is entitled to.

Q. Do any importers or brokers visit the laboratory?—A. No, sir.

Q. Did Col. Burt?—A. He was once in the office of the laboratory for about five minutes. It was the only occasion.

Q. Does Mr. Dreyfoss?—A. Never been there to my knowledge, and I only saw Col. Burt once. Col. Burt and I are on friendly relations, not intimate.

EDWARD SHERER.

Sworn and subscribed to before me this 30th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 105.

NEW YORK, *July 11, 1887.*

CHARLES H. TRAINER, appointed sampler, and acting as clerk, states as follows:

I first commenced my duties in the sugar division June 6, 1885. My duties are that of a general clerk in the office of the assistant appraiser of the 8th division. I make out the tabulated daily statements of the classifications of sugar. I never see or handle the certificates of tests from the laboratory. I have never seen Mr. Jas. Burt scrutinize the invoices or papers of any importers other than those he represents. I have never seen Mr. Burt in the sugar-room, nor have I seen him go there. I put the invoices of the firms that Mr. Burt represents in the invoice blotter, while the memorandums of other invoices of other importers I put underneath this book. As a general thing he looks in that book every day. This book always lays upon an unoccupied desk, and where other official papers are sometimes placed. Mr. Burt uses this desk when he visits the office, which is almost daily, and where he writes his requests for re-tests after perusal of his notices. It is the custom to retain Mr. Burt's invoices at his request, pending a request for re-test or re-sample, which custom I found in vogue from the time I went in the office as clerk.

He always asks for re-tests when he is dissatisfied with his classifications, and is always granted them. He writes his requests on the official headings of the appraiser's office, and has them sent to the examiner in charge of the sugar-room, and sometimes he has requested the messenger to carry them into the sugar-room. Notices of all other importations of sugar—that is, the notices of classification—are put on my desk, while, as stated before, Mr. Burt's notices are put on the desk he usually occupies when visiting the 8th division. About three months ago Asst. Appr. Tice said he would like to know what changes were made from original test of an invoice, and I suggested pinning to the invoice the requests of the brokers for re-test and re-sample. This has since been done. I have seen employes of this building, and not employed in the 8th division, in the sugar-room. I write the tabular statements of sugar classified each day, about 3 o'clock in the afternoon. On the following morning I make out the exchange sheets for Boston and Phila. I write up the tabulated sheets from the invoice after the daily classifications have been made; therefore these sheets show the correct classification. This I assert positively. I have charge of the returning of the invoices to the invoice bureau, and they are returned properly at the rate of about 25 per day as the classifications are made, and if there is any detention of invoices it is not in the 8th division.

The invoice of A. D. Hitch of 3,800 bags sugar per "Bella Rosa," May 21, '87, entered in warehouse, on which original test was made of 81.30, 80.20, 80.60, 81.50, 81.00; re-test on May 28, 81.30, 81.70, 81.50, 81.50; accepted test 81.00, and in which the importer is represented by Mr. Burt, was found between the leaves of the invoice blotter, and both Mr. Trainor, the clerk, and Examiner Remsen declare was mislaid and should have been returned *June 1, last*. The invoice blotter in which this was found was the book that Mr. Burt has the exclusive use of. I know as a matter of fact that Examiner Bowne details the samplers, and that Asst. Appraiser Tice does not.

CHAS. H. TRAINER.

Sworn and subscribed before me this 11th day of July, 1887.

T. AUBREY BYRNE,
Spl. Treasury Officer.

NEW YORK, *July 28, 1887.*

C. H. TRAINER, sampler, acting clerk in the 8th division, further states as follows:

It has been the practice in our office in the 8th division under Asst. Appraiser Frank Hay, up to March 1st last (1887), to write the test of classifications of sugars on the "daily tabulated statement of classifications" (such as are exchanged between the

ports of Boston and Philadelphia, as provided in par. 4, S. S. 6859), from the notices as mailed to importers, informing them of the classification of their sugars.

Since that time Asst. Appraiser Hay, about March 1st, instructed me to copy the classification from the invoices as made up each day. The reason he gave for ordering this change of practice was "that changes might be made in the classification on subsequent tests, made at the requests of brokers and importers."

This order was issued to remedy the cause of complaints made at Boston in regard to the errors in the tabulated statements of classifications as furnished from the appraiser's office at New York.

CHAS. H. TRAINER.

Sworn and subscribed to before me this 28th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

PORT OF NEW YORK, APPRAISER'S OFFICE,
402 Washington Street, July 11, 1887.

T. AUBREY BYRNE, Esq.,
Special Agent U. S. Treasury:

SIR: I desire to state in connection with my testimony, given this day, that the desk on which Mr. Burt writes his requests for tests and re-tests (styled as an unoccupied desk in the testimony) is situated in front of the one used by me, and placed in such a manner that no person using it can read whatever papers lay on my desk. The desk in question is used by a number of persons who have business to transact in the office of the 8th division. I have always understood that this desk and blotter (also referred to in testimony) was retained for the accommodation of any person who might desire to use them. "As to memorandums and other invoices placed beneath that blotter," I wish to say that these memorandums are not ones of invoices, such as cost, description of merchandise, test of the same, &c., but simply memorandums in relation to information desired from importers by officers of the 8th div., such as location of vessel, possible time of discharging, &c.

This information is intended for the U. S. samplers in order to facilitate their work and is of no benefit whatever to any other parties. "As to invoices being detained at the request of Mr. Burt (pending a re-test and re-sample):" These invoices are ones as to cargoes belonging to the importers whom he represents and no others. I make these explanations for the reason that my testimony as written would, on being read (by a person not understanding the circumstances), create an impression not in accordance with the facts, and I am ready and willing to make oath to the correctness of said explanations.

Very respectfully,

CHAS. H. TRAINER,
8th Division.

U. S. TREASURY DEPARTMENT, May 26, 1887.

A. D. HITCH, ex *Bella Rosa* (upon 3,800 bags).

Original tests: 81.30, 80.20, 80.60, 81.50, 81.00.

Retest: 28th, 81.30, 81.70, 81.50, 81.50 (accepted test). (?)

A. G. REMSEN, *Exr.*

PORT OF NEW YORK, APPRAISER'S OFFICE,
402 Washington street, May 28, 1887.

To the APPRAISER:

We are dissatisfied with your test of our 3,800 bags sugar per *Bella Rosa* and have to give notice that we desire to have these sugars re-tested and re-sampled. (No changes on re-test.)

Very truly, yours,

HAVEMEYERS & ELDER.
Per J. R.

S. Ex. 123—3

12258.]

(Copy.)

[73801.]

Consular invoice of 3,800 bags Brazil brown sugar, purchased by Henry Foster & Co. in April, '87; shipped at Parahyba for New York, per Brit. b'gtine *Bella Rosa*, Bowden, master; consigned to the London & Brazilian Bank (ltd) by order and for account of whom it may concern.

A. D. HITCH.

(Written in red ink:) Not above No. 13, D. S.; test, 81.00; \$1.64.

3,800 bags sugar, weighing net 285,000 kilos; cost, free on board, including all charges and comm. ex freight	£2,289 14 11
Equivalent to a 21½ exchange	R. 25,559,950

E. & O. E.

Pernambuco, 14 April, 1887.

pp. HENRY FOSTER & Co.
I. SWIFT, Jr.

[Custom-house stamp, May 21, '87.]

[Ware-house, 6th div., May 21, '87.]

(J. Burt, broker).

(Written in red ink:) Sugar as noted. May 31, '87. Correct.—A. G. R.

EXHIBIT 106.

JOHN A. SHERER, damage examiner 1st division U. S. appraiser's store (Asst. Appr. Moore in charge of division), duly sworn, declares as follows:

Examined by Special Officer BYRNE:

Q. Have you been engaged in making damage allowances to-day?—A. No, I can't say that I was. I have been examining to-day.

Q. Where?—A. At Woodruff's stores.

Q. Have you made any previous examination of the damaged sugars?—A. Yes, sir.

Q. You have completed your examination of the damage sugars?—A. I can't say that I have. I shall probably see them again before I get through.

Q. You have already ascertained the result of the damage samples?—A. Yes.

Q. And this slip that you now hand me is the result?—A. Yes.

Q. You have ascertained that the polariscopic test of the damage sample is 80.30, the dry test is 86.31, the mark is 505B, moisture is 7.50 per cent. This application for damage allowance covers the importation of Geo. Ropes, barque *Jessie Troup*, from Iloilo, date July 19th, 1887, landed from June 27th to July 13th, and embraces 3,500 bags, the marks being A., B., and C., landed at Woodruff's stores?—A. Yes; the application was received by me on the 25th July.

Q. You next worked on it?—A. The day before yesterday—the 26th.

Q. The day you drew your samples of damaged sugar?—A. Yes, to-day I drew the sample of sound sugar; I did not examine the vessel; when it is practicable I do so. It was not done in this case; it was already discharged when I saw the warrant.

Q. Your work, so far as the ascertainment of damage is concerned, simply depends upon the ascertainment of the result of the dry test of the sound sugar?—A. I don't say altogether, because I expect to see this sugar again; I am not entirely satisfied about it. I almost always draw my own samples.

Q. You were appointed damage examiner when?—A. I was appointed sugar examiner on 1st Jan'y, 1880, and I was assigned to my present position by order of Appraiser Dutcher. My position has never changed since except that. I am a general damage examiner, not specially on sugar.

I resigned in 1884. I think it was about July or August, 1884, and reappointed on the 1st Sept.

Q. During that interim were you engaged in business?—A. Yes.

Q. Where?—A. 122 Front St.

Q. At whose place?—A. At Sherer Bros.; the business was conducted under the name of Sherer Bros.

Q. And during that interim you engaged in business there?—Yes.

Q. Who was on charge of the business at 122 Front St. prior to your resignation?—A. Mr. Wm. J. Rigney was in charge of the business there.

Q. And when you took charge of the business was he still there?—A. No, sir; he made arrangements in another business for himself.

Q. You stayed there for about how long?—A. I suppose about 30 days.

Q. And during that time you arranged and put another man in your stead?—A. Yes, another man took charge of it. I sold out the business after I left there as soon as I could do so.

Q. To whom did you sell the business?—A. I sold it at that time to a Mrs. C. B. Dix, a lady who had a son in the business. He was about 19 or 20 years of age.

Q. What was he doing?—A. He was testing sugars.

Q. Reading by polariscope?—A. Yes.

Q. You say this young man was using the polariscope and testing sugars?—A. Yes, sir.

Q. Who else was employed there at the same time?—A. Mr. Keys and Dr. Shreiber.

Q. Who was in charge of the office?—A. Mr. Keys. He was an employé of Mrs. Dix.

Q. Was Dr. Shreiber?—A. He was doing other examination work there; he was not receiving any salary; he was doing his own work and receiving his own pay for it.

Q. Mr. Keys is a relative of yours?—A. He is a brother-in-law.

Q. He is at present in charge of the laboratory there?—A. Yes, sir.

Q. Who paid the employés at that time?—A. Mr. Keys. He paid them, I suppose, by money out of the collections.

Q. Who at the present time is in charge of the firm's business?—A. Mr. Keys is still there, carrying on the business under the firm of Sherer Bros.

Q. You always have your samples of damaged sugars tested in the laboratory?—A. Yes, sir.

Q. Have you ever tested sugars at the laboratory of Sherer Bros.?—A. I have.

Q. What authority had you to test sugars there?—A. I had the authority of Appraiser Howard.

Q. In writing?—A. No, sir; verbal permission to use that laboratory.

Q. What men connected with the U. S. laboratory have assisted you in testing damage sugars at the laboratory of Sherer Bros.?—A. No one has assisted me there.

Q. Has Dr. Sherer ever tested sugars at the laboratory of Sherer Bros.?—A. No, sir.

Q. Have any of the employés of the laboratory ever tested sugar while you were there?—A. No, sir.

Q. Who constitutes the firm of Sherer Bros.?—A. Sherer Bros. belongs to F. M. Eastman.

Q. Where does he reside?—A. At Roselin, L. I.

Q. When did he purchase the interest of the firm of Sherer Bros.?—A. In January, 1885. He purchased the interests from me at that time. However, I don't see how this is pertinent to the subject, Mr. Byrne. (Mr. Byrne reads Secty's instructions.) This has nothing whatever to do with any fraudulent transactions whatever, any more than it has to do with the man in the moon.

I decline to answer anything further except to state in general terms that I have no connection with that business, and never had any connection with it since I was connected with the Government employ, either as manager or director.

If you wish a voluntary statement, I state further that I go there with my damage samples, and do so at present, have done so very frequently.

I have reserved the right to do that in the bill of sale, and it applies personally to me. I have no right to bring other people there, or to do anything else there, but I have reserved that right for the interests of the Government and the convenience of myself in doing my duty.

Q. Have you a bill of sale of the interest of the firm to Mrs. Dix?—A. I have.

Q. You say you made reservation of certain rights which you were to have in the laboratory?—A. Yes, sir.

Q. Did you make this reservation when you made your sale to Mrs. Dix?—A. I believe I did.

Q. When the business came back into your possession you then sold it again to Mr. Eastman?—A. I transferred it to Mr. Eastman immediately.

Q. In that interim you were out of the service?—A. I was not altogether.

Q. Then there was a portion of the time that you did own the business while employed in the U. S. service?—A. There was no portion of that time at all, because when one gave it up I transferred it to the other.

Mrs. Dix owned the business until Mr. Eastman took charge of it, and she owned it for about three months. When she took it I immediately returned to the U. S. service. She kept it till Mr. Eastman took it. I made the arrangement with Mr. Eastman; the business reverted to me for the purposes of transfer only.

Q. Will you put me in possession of the original transfers to Mr. Eastman and to Mrs. Dix?—A. No, sir; I can not do that, because that relates to their business. I would not do it without their consent.

Q. Are those bills of sale recorded?—A. They are not matters of record.

Q. Were you interested, directly or indirectly, with the manufacture of bronze pow-

der?—A. Yes, sir; I was interested in the company organized for the manufacture of bronze powder. How has that got anything to do with sugar? I have no objection to telling you I was interested in the manufacture of bronze powder, but I was out of the service. I had some money in it which I unfortunately lost.

Q. Who was a partner with you in the manufacture of bronze powder?—A. I had no partner; it was a company, a stock company.

Q. Who were the presdt., trear., and secty.?—A. The officers never succeeded in being elected. I took the management of it for a short time. Mr. Jas. H. Ruggles succeeded me. He is a Brooklyn man.

Q. Was Mr. Eastman interested with you?—A. No, sir.

Q. You manufactured the bronze powder?—A. We never manufactured any at all.

Q. Did you not open a place for manufacturing it?—A. We bought our factory; we put our money in the factory, and it was intended for the manufacture of bronze powder, but none was made.

Q. Was Dr. Sherer interested?—A. Dr. Sherer put in a small amount of money at my instigation, which he lost; very much less than a thousand dollars.

Q. The business did not prove a success?—A. No.

Q. There was a claim made for the rental of the building?—A. Yes, sir; I see you have got it all. I paid the rent because I was liable for it.

Q. To whom?—A. I had a verbal lease to the first of May, '86, and of course I had to pay the rent up to that time, and did so; but they claimed a month's rent which I refused to pay. They sued me, but I don't remember what occurred; beyond this I decline to make any further statement. It is something that is not pertinent to the frauds in sugar. I say that we invested some money in that business and lost it. I invested when I was out of the service of the Government, and what I did was only to try and recover it.

Q. In what court was the action brought against you?—A. It was in a New York court. I don't remember what court, and I answered the suit with my brother.

Q. What was the result of the suit?—A. It was thrown out on some technicality.

Q. What was the technicality?—A. That is a personal matter and I decline to answer.

Q. As an officer deputized by the Secretary to examine all officers and employes connected with the appraiser's store into their acts as officers while acting under instructions, I repeat my question. What was the technicality which threw out the suit from the New York court where you and Dr. Edward Sherer were sued for rental of a building in which bronze powder was manufactured by you during 1885 and 1886?—A. That is a matter which you will have to ask Dr. Edward Sherer about. I decline to answer; it is personal to him.

Q. Why is it personal to him?—A. I had nothing to do with that.

Q. Then the suit was not brought against you?—A. Yes, it was brought against me.

Q. Why did Dr. Edward Sherer answer the suit?—A. It was brought against both of us.

Q. Then you both engaged in the manufacture?—A. It was because he had money invested.

Q. Did you make any of that powder and sell it?—A. No, sir,

Q. Did you not offer for sale that bronze powder on Long Island?—A. No, sir.

Q. Was not some of that powder brought and shown to officers in the laboratory?—A. Not that I know of.

Q. Mr. Sherer, as an officer of the appraiser store, who according to your statement was engaged in a commercial transaction during the time that you were serving the Government in the capacity of a damage examiner of sugar, I ask you to give me fully all the facts connected with the closing of the said action against you for rental of a building in which yourself and Dr. Edward Sherer had been engaged in making bronze powder, the reason why the suit was thrown out and the facts connected with it, in order that I can transmit the same to the Hon. Secty. of the Treasury.—A. As the question which you have asked is not at all pertinent to the subject in which you have examined me I decline to answer.

Q. Have you ever tested damage sugars at the office of Sherer Bros. at night?—A. No, sir.

Q. Have any of the officers of the U. S. laboratory assisted you in testing damaged sugars at the laboratory of Sherer Bros.?—A. No, sir.

Q. Have you any interest, direct or indirect, in the business of Sherer Bros., 122 Front st., New York city?—A. I have none.

Q. Do you realize therefrom any emoluments or benefits?—A. You just asked me that question.

Q. One refers to money, the other refers to privileges?—A. I have the privilege of examining my damage sugars there.

Q. Have you no other privileges there nor interest?—A. I own some apparatus, some chemical apparatus there.

Q. Not included in the bill of sale?—A. Yes, sir.

Q. Will you give me or show me the original bills of sale?—A. No, sir; I can't do that without the consent of the other parties. I don't think it is pertinent to the case.

Q. In the bill of sale or transfer as made, does that give the power to sign the name of Sherer Bros.?—A. It does.

Q. In all cases?—A. Yes.

Q. Did you execute a power of attorney to that effect?—A. No, sir.

Q. Was Dr. Gideon E. Moore ever employed at that laboratory?—A. Never employed; he owned the business at one time.

Q. Who is the Turkish consul at this port?—A. I believe my brother, Edward Sherer, is; his office is at 122 Front st.

Q. How does it stand relatively to the laboratory of the firm of Sherer Bros.?—A. I can not answer any questions in regard to my brother in connection with the Turkish consulate; he can, no doubt, answer them satisfactorily himself.

Q. Is there a room connected with the laboratory of Sherer Bros., 122 Front st., that is not used for laboratory purposes?—A. No; there is a room there that is used by both. It is used in common by the Turkish consul and the people of the laboratory. I was there to-day. I took my sugar there.

Q. Did you have this test of sugar made there?—A. No, sir; it was made here in the Government laboratory; that is the only certificate that I received from the laboratory.

Q. Was it handed to you in person?—A. It was given to me by Mr. Flowers.

Q. Are certificates of damage sugar made out on such slips of paper?—A. Usually, yes; inclosed in such envelopes and addressed to me.

Q. You never have the polarization of damage samples made out upon forms prepared and furnished by the Department?—A. No, sir.

Q. Who has signed that memoranda?—A. "B." up there stands for Ball.

Q. Does not Mr. Ball always make the tests of damage sugar?—A. No, sir.

Q. Invariably?—A. No, sir.

Q. Usually?—A. I don't know who does it. I know he does it sometimes.

Q. Has he not been detailed by Dr. Sherer?—A. I don't know, sir.

Q. Then this slip is the only memorandum you have of the polarization of damage samples at the laboratory?—A. The only one. They are on record in the laboratory.

Q. The regulations require that the classification of damage sugar when made shall be noted on tabulated sheets at the close of each business day?—A. Yes.

Q. Is that paragraph of the regulations complied with?—A. I don't know, sir.

Q. You know that the result of damage allowances is not posted upon the classified sheets?—A. I don't know that.

Q. Did you ever see them?—A. No, I never saw them.

Q. Did you ever give to the clerks in the eighth division information as to the classification of damage sugar?—A. No, sir.

Q. Is this regulation No. 50 complied with?—A. I don't know that it is. I don't know anything about it. I have read the paragraph. I understand that it refers to the collector. I never had occasion to notice whether it was carried out or not. When my returns are made I never see them any more. They are made in the authorized way to the asst. appr. of my division, who signs them; they pass out of my hands with that.

Q. You always sign the damage warrants when you are here?—A. Every one that I myself make.

Q. Does any one else sign these warrants?—A. Not my papers.

Q. And you as damage examiner alone sign the documents?—A. As a rule I am the only one. I am recognized as the damage sugar examiner.

Q. Is it competent for the ass't appraiser to assign any one to this work?—A. It is.

Q. The regulation requires that in so far as practicable, you examine the vessel and see its condition when claim is made for damage?—A. I do that whenever practicable.

Q. When and what vessel did you last examine?—A. I can not tell just now. I don't remember any particular vessel. In about one instance in ten. When I see a vessel discharging on which there is damaged sugar, I go on board the vessel and examine her, anticipating a warrant for damage, which usually occurs.

Q. Who are the damage brokers who make a speciality of damaged goods?—A. I don't know.

Q. Who are the most prominent damage brokers that you most often come in contact with?—A. I don't come in contact with any of them on sugar.

Q. Do you know Mr. Kippen, and is he a damage broker?—A. Yes.

Q. Do you know Mr. Jones, and is he a damage broker?—A. Yes.

Q. What is the rate damage brokers usually get on sugar?—A. I don't know anything about it.

Q. Does Mr. Jones live in your town?—A. No, sir; not now, he did once, I believe.

Q. Do damage brokers come to the office of Sherer Bros.?—A. No, sir. I want to say that I never saw any one on Government business at that office.

Q. Does Mr. Joseph Dreyfoos call at the office of Sherer Bros.?—A. I don't remember.

Q. Where is his office?—A. Cor. of Pine and Front I think. I don't remember the number.

Q. Is that where his office is at the present time?—A. I believe so.

Q. Don't you know that, as a fact, Mr. Dreyfoos is in the same building as that of the office Sherer Bros.?—A. No, sir; I do not.

Q. Do sugar brokers hand you their sugars down town to be tested?—A. No, sir.

Q. Have you not tested sugars after office hours at the office of Sherer Bros.?—A. No, sir.

Q. How long does it take a damage warrant to pass through its various evolutions from the time that you receive it until it is returned to the custom-house?—A. That depends upon how long it takes me to get the return from the laboratory, and how long it takes me to get all the facts I want relative to damage—sometimes a few days; sometimes a couple of weeks. If there is any reason for delay I don't return the warrant until everything is satisfactory—generally within two weeks.

Q. Do you send your sugar to the laboratory?—A. I generally take them up, and sometimes send them by messenger.

Q. Who do you hand them to there?—A. Anybody that happens to be there.

Q. Do you state whose sugar it is when you take it there?—A. No, sir.

Q. Do you remember seeing me there?—A. I do, sir.

Q. Whose sugar was it you had that day?—A. I don't know.

Q. Did you tell Dr. Sherer whose sugar it was?—A. No, sir.

(Mr. Byrne makes the statement that on the day referred to by Mr. Sherer when he handed damaged sugars to Dr. Sherer for test, he stated to Dr. Sherer whose sugar it was, and that he would supply the name.)

Mr. Sherer then said, I desire to state under oath that that is false.)

Q. How long usually is it before you get the return from the laboratory?—A. Generally three or four days.

Q. You did not know that I was an officer when you saw me that day?—A. No, sir; not at the time.

Q. How do you know damage samples?—A. I know by the appearance of the package.

Q. Are the packages stencilled?—A. No.

Q. What is the object in waiving the stencilling?—A. Because the importer makes a statement that the goods are intended for consumption, and are not going out of the port, when the collector then waives stencilling.

Q. If the bags of damaged samples are stencilled "damaged," then those goods can not be sold as sound, can they?—A. I should think it would be difficult to do so. It would be detrimental to them.

Q. Do you ever find any sound sugar in the damaged packages?—A. Yes.

Q. Did you find some sound bags mixed with damaged bags?—A. Yes.

Q. Who lays out the damaged packages?—A. Generally the store-keepers; I mean the warehousemen.

Q. You don't see the damage packages until you are sent to draw your samples?—A. I don't see them without a warrant to go there, or except I happen to be there at the time.

(Paragraphs 43 to 47 inclusive were then read, and Mr. Sherer stated that it is useless to read them as he knew them all by heart, as he assisted in framing them.)

Q. Have you ever seen any tables made up in this form, in which result of a damage sugar sample is made out?—A. None but that; there are none furnished by the Department.

Q. What do you understand was the object in the framing of par. 47?—A. To give the examiner information how to go to work to make out his damage allowance.

Q. Who assisted or made out the original clauses relating to damage in the sampling regulations of 1883?—A. I had a good deal to do with it.

Q. Who did you talk them over with?—A. Col. Ayer.

Q. Who else was present with you?—A. I don't remember that any one else was.

Q. Was Col. Burt present?—A. No, sir.

Q. Did you ever see him in company with Col. Ayer while talking about and framing the regulations?—A. No, sir.

Q. Do you know Col. Jas. Burt?—A. Yes, sir.

Q. He is a sugar broker, is he not?—A. He represents several importers of sugars, I believe.

Q. Does he visit the laboratory at the appraiser's store?—A. Not that I know of. I never saw him there, but have seen him in the hall. I don't think I ever saw him in the damage division.

Q. Did you ever see him in the appraiser's room?—A. No, sir.

Q. What is meant by commercial damage?—A. Damage where mat and bag sugars are stained and wet without being intrinsically damaged; where the sugar is damaged

in color; that is, would not sell for sound sugar, although not damaged; as we express it, "degraded in color."

Q. Does that apply to any other goods?—A. No, sir.

Q. Who coined the term commercial damage?—A. I don't know.

Q. Did not you really frame this paragraph 48?—A. It was my idea and I suggested it, if I did not frame it.

Q. In its application to other commodities it may mean the covering?—A. Yes.

Q. But from the context of this paragraph, it means the sugar itself, does it?—Yes, sir.

Q. What is the average damage on steam-ship centrifugal cargoes of sugar?—A. Very little; excepting bags, there is seldom any damage on sugars conveyed on steamers—probably less than one per cent.

Q. On what kind of sugar is the heaviest damage?—A. On East India sugars usually, viz, Philippine Island sugars.

Q. Do damage brokers visit the wharves?—A. I have seen Jones and Kippen on the wharves, but they never come where I am.

Q. Do you reside in Flatbush?—A. Yes, sir.

(On the margin.) Page 24(17) with corrections and additions annexed hereunto.

JNO. A. SHERER.

Sworn to and subscribed before me this 12th day of Aug., 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

(17)

NEW YORK, Aug. 12, 1887.

I desire the following changes made in my testimony hereunto annexed, to wit:

- (1) Page 1. Answer to question four (4): Strike out word "probably."
- (2) I said in addition, the sugars were not in condition to examine properly.
- (3) Page 1. Answer to question 5: Yes, of the sample taken at that time.
- (4) Page 5. Answer 7: Verbal *authority* instead of verbal "*permission*."
- (5) Page 6. Answer 4: Strike out all preceding "F. M. Hastman."
- (6) Page 6. Fourth line from bottom: "To put up," interlined.
- (7) Page 7. Sixth line from bottom: Strike out "altogether."
- (8) Page 18. Thirteenth line from bottom: "That he ever did, to be added."
- (9) Page 21. Middle clause (—), add: "As I assisted in framing them."

JNO. A. SHERER.

Sworn and subscribed to before me this 12th day of Aug., A. D. 1887.

T. AUBREY BYRNE,
Spl. Treasury Officer.

AUG. 12, 1887.

Upon referring to my stenographic notes I find as follows:

Change No. 1, as above, the word *probably* was used by the witness, and the words alluded to in change No. 2 were not used by the witness.

Change No. 3 is not correct, as he answered only "yes."

Change No. 4 is not correct, as he used the term "*verbal permission*."

Change No. 5 is not correct, as he used the words in evidence preceding F. M. Eastman.

Change No. 6 is not correct, as he said, "I go there with my damaged samples."

Change No. 7 is not correct, as he said, "I was not altogether; no."

Change No. 8 is not correct, as he said, "I don't remember."

Change No. 9 is correct.

This last change is the only one made by the witness which is borne out by reference to my notes.

H. W. KERR,
Stenographer.

Sworn to and subscribed before me this 12th day of Aug., 1887.

T. AUBREY BYRNE,
Spl. Treas. Officer.

NEW YORK, July 29, 1887.

I, T. Aubrey Byrne, special Treasury officer, having duly sworn Damage Examiner John A. Sherer, previous to taking the testimony of said officer, said testimony with questions and answers being hereunto annexed, certify that it is substantially correct in every particular, and the reason of its not being signed by the officer under examination, Mr. John Sherer, arises from the fact that the asst. appraiser of the damage division stated he was suddenly called away from the city by the serious illness of his child, and

would not return for several days. This statement was taken yesterday, the 28th instant, about 4 o'clock p. m.; the testimony being ready for signature this morning, the 29th instant.

T. AUBREY BYRNE,
Special Treasury Officer.

I hereby certify that the transcription of the testimony of Mr. John Sherer, above referred to, is a correct copy from my stenographic notes.

H. W. KERR,
Stenographer.

EXHIBIT 106½.

AUG. 12TH, 1887.

(Add to John A. Sherer's testimony.)

At my request Damage Sugar Examiner Jno. A. Sherer met me at the custom-house.

His evidence was presented to him for approval and signature. He made some nine changes in the testimony, thereby qualifying certain statements that he had made.

Upon reference to the stenographer's notes, I find that the changes were not properly made, inasmuch as the statements made in that testimony were a transcription of the notes taken by the stenographer at the time the evidence was given.

Mr. Sherer referred to the statement made by me, that he had given the name of the importing firm whose sugar he had handed to Dr. Sherer at the time that I was present in the laboratory engaged in conversation with Dr. Sherer, the chief chemist there.

He asked me to give him the name of the firm whom he said the damaged sugars belonged to. I stated that I would give the name to the Secty. of the Treasury. He said that he knew that I had said that he, John Sherer, had given the name of the owner of the damaged sugar to his brother, Dr. Sherer, for Dr. Baker, chemist in the general laboratory, had told him that at that time (last fall) I remarked to him in substance the above fact, which was not a fact, inasmuch as he did not name the importer to Dr. Edward Sherer.

In connection with his interest in the manufacture of bronze powder, he said that he had engaged himself in that business at a time when he was out of the Government employ and that while he was engaged in that business he was not an officer connected with the customs service.

That although the suit for rental of the building used by the bronze powder manufacturing firm was not brought until early in 1886 his connection with the firm was a year prior to that time, viz, in 1885.

That no goods were made and sold or offered for sale. That he still is unable to remember the court in which the suit was brought, neither did he remember the name of the judge before whom it was tried.

He refused to state the name of the party who brought the suit; he said that his memory failed him in regard to the matter, as it was a disagreeable subject to him, and that I had no right to enter upon it again at the investigation.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 107.

NEW YORK, July 14, 1887.

ROBERT RIGNEY, examiner in laboratory, states as follows:

I was appointed July 12th, '83, as examiner. My specific duties are the polarization of sugar samples. There are other polariscopists in the laboratory, among them Mr. Theodore G. Morse; he does not read any tubes, for what reason I do not know. Occasionally Ernest J. Chapman reads the tube; he is a messenger; he simply puts his initials to his certificates of tests. Capt. Flowers, sampler, acting clerk, has made tests, more formerly than at the present. There are only two standard quartz plates in the laboratory belonging to the Government, that I know of, which read 99.1 and 96. Dr. Sherer, chief chemist, has stated to me that the value of the 99.1 quartz plate was correct. I think he told me he had it tested by Dr. Moore. I never heard of a certificate having been given by Dr. Moore certifying as to the correctness of the marked value of the 99.1 quartz plate. The tube which usually carries the 99.1 quartz plate is labelled 99.1, so marked, I think, by Mr. Abbott, an examiner in our laboratory. Dr. Shere

has told me that I had examined the quartz plate that had been sent to Boston, but I have no recollection of it. I have seen Dr. Sherer in conversation occasionally, but not recently, or within a year, with Sugar Broker Burt, in the passageways of the public store.

I was at one time, immediately prior to my appointment as examiner in the laboratory of the appraiser's store, in the employ of Sherer Bros., 122 Front st., this city. I do not know who constituted the firm of Sherer Bros. I received my check* for salary from Mr. John Sherer, which were signed either by John Sherer or Sherer Bros. I think they were drawn on the Marine Bank, recently failed. At the time I left there my brother, W. J. Rigney, and a boy were also employed. I have seen Mr. John Sherer there frequently, and Dr. Sherer there once. I believe Dr. Sherer was and is Turkish consul, and the Turkish consul's office was immediately adjoining the laboratory of Sherer Bros., and connected by a door. He walked into the laboratory of the firm one day from the consul's office, talked with me a few minutes, and walked out. I assisted Mr. John Sherer in testing any samples of sugar that he brought in, but do not know if they were damaged samples or not. I think Mr. Burton Keyes is employed by Sherer Bros. at their place, 122 Front st., and that he is a relative of Mr. John Sherer. I do not know that Mr. John Sherer or Dr. Edward Sherer are members of the firm of Sherer Bros.

I understood about three years ago that Dr. Gideon E. Moore was in charge of the business of the firm of Sherer Bros. I wish to qualify that by saying that he was the owner of the business.

About a year ago I heard that Dr. Sherer was interested in the manufacture of bronze powder.

I have heard it stated that Jas. S. Dale, of the 8th division, loans money to employes and receiving a bonus for the consideration.

If a doubt arises in the mind of myself as a polariscopist when reading the test of a sample, when one-tenth of one per cent. (one-tenth of one degree) will change the classification for duty, I take the lower classification.

I have heard the remark made in the laboratory when sugars came in late or to be re-tested that "I suppose this is some of Burt's sugar."

From my experience as a polariscopist I freely state that I do not consider C. P. sugar as reliable when testing my polariscope as the quartz plate, which I consider more reliable than a sugar solution. Boneblack used in clarifying sugar solution will influence the solution to a greater or less extent, and will lower the reading.

ROBERT RIGNEY.

Sworn and subscribed before me this 15th day of July, A. D. 1887.

T. AUBREY BYRNE,
Spl. Treasury Officer.

JULY 15TH, 1887.

ROBERT RIGNEY, continued.

Mr. T. A. BYRNE:

DEAR SIR: I desire to amend my testimony so as to show the time referred to in the paragraph commencing on line 12, page 2, and to state that the transaction referred to was in 1882. Also, in that portion of the testimony on page 2 which states that Dr. Sherer walked into the laboratory of the firm of Sherer Bros. from the consul's office. I think he came in from the passage-way of the building.

ROBERT RIGNEY.

Sworn and subscribed before me this 15th day July, A. D. 1887.

T. AUBREY BYRNE,
Spl. Treasury Officer.

JULY 15, 1887.

ROBERT RIGNEY, continued:

To-day S. F. Ball, employed in the laboratory polarizing sugars, asked me one question in regard to my examination in this investigation, which I refused to answer. We had other conversation on the subject of the investigation in general. I can't recall what the question was relating to this investigation that Mr. Ball asked me this morning.

ROBERT RIGNEY.

Sworn to and subscribed before me this 15th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

*Erasure of s made only by witness (checks).

EXHIBIT 108.

NEW YORK, *July 15, 1887.*

THEO. G. MORSE, examiner in laboratory, states as follows:

I was originally appointed as messenger and detailed as clerk in second division Nov. 1st, 1880. I was transferred to sugar laboratory Mar. 25, '84, and became an examiner about one year later.

In October or November of 1886 Examiner Abbott, who was in charge of the laboratory during the absence of Dr. Sherer, informed me that I would not be allowed hereafter to read the sugar solutions in the polariscope as formerly, and that some one else would read them after I had fully prepared the solutions for reading. To this I demurred, and asked his authority, to which he replied that it was by Dr. Sherer's direction. Since then I have not read the polariscope.

I know Jas. S. Dale, an employé who carries messages and sugar samples between the sugar room and laboratory. I have heard that he loaned money to employés, and that he charged different rates to different persons. I have also heard that he charged very high rates in some instances. I think I have heard that he charges as high as ten per cent. a month. I have borrowed money of him, and think I paid him at the rate of either 5 or 10 per cent. a month.

I have never visited the laboratory of Sherer Brothers except on one occasion, when, as I was leaving the laboratory of the Government about a year ago, Dr. Sherer asked me if I would take a note to his brother John, the damage sugar examiner, to No. 122 Front st., which I did, and left the note with the young man in attendance who had charge of the office.

In adjusting my polariscope I have used a quartz plate marked 96. I have seen another quartz plate marked 99.1, although I have never used it. This is the one generally used by Mr. Abbott. Dr. Sherer generally uses the one marked 96, although he uses the 99.1 sometimes. I have never seen any other quartz plates in use in the laboratory, other than those two mentioned, to the best of my recollection.

I have known Ernest J. Chapman to read the polariscope for sugar classifications. Capt. Flowers is a polariscopist, but is detailed as clerk. Mr. Crumbie occasionally makes classifications by polariscope. I consider him a first-class reader.

In reading sugar solutions by polariscope and where the difference of one-tenth would change the classification for duty in favor of the importer, we have been instructed by Dr. Sherer to give this benefit to the importer, and am under the impression that he stated that such action was by order of the Secretary. From my knowledge of matters in the laboratory, I believe this allowance to be the general rule.

I have expressed in the laboratory occasionally my dislike of Sugar Broker Burt. I believe that Mr. Jas. Burt and Dr. Sherer are friendly. A very common remark in the laboratory is, when we are worked after hours and tests and re-tests are asked for, that "I suppose these are some of Burt's sugars." A general impression prevails in the laboratory that Sugar Broker Burt receives more consideration in the laboratory than any other representative of sugar importers.

Sometimes serial numbers of sugar samples coming to the laboratory on the cans containing sugar samples do not run consecutively, thus the number will jump, for instance, in one day from 3554 to 3558, and the missing numbers will come to the laboratory from the sugar-room the next day or in the next lot arriving. It is the custom in the laboratory for Examiners Abbott and Landsmann, Ball, Rigney, and myself, to take the sugars out of the sample boxes, weigh and prepare them for the polariscope, the serial number on the sample box being copied on slips prepared for the purpose, so that each operator sees the sugar before it enters into solution, and their familiarity of the quality of the sugar is in their minds when they test it in the polariscope.

From conversation overheard by me at times in the laboratory, I am of the opinion that a great deal of opposition exists towards this investigation.

Dr. Sherer often visits the sugar-room, and explains certain sugar matters to Mr. Ram- sen, the examiner.

Dr. Sherer is the Turkish consul. Turks have sometimes visited Dr. Sherer in the laboratory and transacted business with him.

THEODORE G. MORSE.

Sworn to subscribed before me this 15th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

NEW YORK, *July 20, 1887.*

THEODORE G. MORSE, sugar examiner, U. S. laboratory, states as follows:

Yesterday while on duty in the laboratory, and when Mr. Byrne's request for a quartz-plate was made known by the messenger, Patrick Doonan, Dr. Sherer not being pres-

ent at the time, Examiner Abbott being in charge, inquiry was made as to where said quartz-plate was, and one examiner said, "Smiley, why don't you get it?" Smiley said I haven't got it, and the other examiners came over where Mr. Smiley was at work. After a lapse of some few minutes the messenger said, "Well, shall I go down and report that they can't have it?" when some one spoke up and said, "Well, hold on; we'll get it," and it was produced and handed to the messenger.

I have particularly noticed Examiner Landsmann taking some part of his polariscope out at the close of the day's business—which is not only unusual, but has never happened before to my knowledge, the presumption being that in case the laboratory might be visited by yourselves, that you would be powerless to use or read his polariscope. Further than this, the quartz-plates have always heretofore remained on the polariscope's stands, but last night the quartz-plates were removed from their usual place, and, to the best of my knowledge, were deposited with the appraiser.

From my observation in the laboratory, pending this investigation, I am convinced that every possible obstacle is being thrown in your way by the employés in the laboratory, with a view to hinder and obstruct and possibly defeat the object of the investigation. I state further in this connection, that certain conversations which I have overheard making light of the investigation, and their continued confidential talks as soon as any one of them returned from your examination room, simply confirms me in the belief that you are not being fairly dealt with as investigating officers. The sugar examiners in the laboratory above referred to are Abbott, Landsmann, Ball, and Rigney.

THEO. G. MORSE.

Sworn to and subscribed before me this 20th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 109.

NEW YORK, July 11, 1887.

ALARIC C. MORGAN, acting messenger 8th division, states as follows:

My duties are those of a messenger, but as a matter of fact I am performing clerical work. Mr. Dale seems to be, and I have understood is, sup't of openers and packers under Mr. Ramsen, in the sugar-room.

I assist Mr. Trainer in making out the daily classification sheets, or rather, the copy that goes to Philadelphia. I do not see the invoices. He never allowed me to make out those that went to Boston. I use great care in making these copies from Mr. Trainer's sheet. The unoccupied desk in the clerk's room of the ass't appraiser of the 8th division is principally used by Sugar Broker Burt when he visits the office, and he comes there daily. When he arrives he requests some one of us to go to the sugar-room adjoining and see if his notifications of tests are ready for him. If they are they are brought out to him. He then examines them, makes his notes, compares them with his own tests, and then makes his requests for re-tests and re-samples. He also looks at the invoice blotter, which I suppose contains the sugar invoices. I never saw any other importer look at this book. I never saw any one enjoy the same facilities in the division that is accorded Mr. Burt. It is tacitly understood among the employés of the 8th division that Sugar Broker Burt has powerful influence, which he can exert through his brother, the naval officer.

Mr. Dreyfoos makes requests for re-tests daily. I heard Mr. Burt, in talking with Asst. Appraiser Tice, say that the tests hung up there exposed to view, and every one would show that those of Havemeyer & Elder were higher than any one else's, and that no favoritism had been shown him, and that any one that said so said what was false. This was about the time you were expected here to make this investigation.

I have seen Mr. Burt and Mr. Trainer in conversation occasionally, and I should judge that it was private. Mr. Trainer used to always go in the sugar-room and get Mr. Burt's tests as soon as he arrived, and was attentive to him; sometimes I have gone. For the past month Mr. Trainer has not been so attentive to Mr. Burt, and I said to him: "Oh! you are not quite as polite to Mr. Burt as you were, and are shoving him off on to me, are you?" but he made no reply. And I have noticed that since this investigation commenced, Mr. Trainer has not been so attentive to Mr. Burt as he has been heretofore, while I have been more attentive to him, from the fact that when I would see that Mr. Trainer would not go into the sugar-room after his tests I would do so.

The impression forced upon my mind from surrounding circumstances is that Sugar Broker Burt could generally have his requests granted. I have heard Mr. Burt say

sometimes that he was in no hurry for an invoice to be written up, but I did not know what particular invoices he referred to.

ALARIC CECIL MORGAN.

Sworn to and subscribed to before me this 11 day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

N. Y., July 12, 1887.

I have heard Examiner Bowne and Sugar Broker Burt in loud controversy occasionally in regard to disagreements of tests, and have seen them almost directly afterwards in apparently close conversation together in the hall-way. The impression might naturally be left on the occupants of the ass't appraiser's office that the loud tone used by them was for effect and unnecessary.

ALARIC CECIL MORGAN.

Sworn and subscribed to before me this 12 day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 110.

NEW YORK, July 15, 1887.

GOTTFIELD LANDSMANN, examiner and polariscopist in laboratory, stated as follows:

I am 30 years of age; arrived in this country 5 years ago, in 1882. I am naturalized as a citizen of the United States. Entered the laboratory in 1883, through the interposition of Sp'l Ag't Ayer and Dr. Sherer. I obtained my knowledge in testing sugars in Austria. I tested 4 years by polariscope there, using Scheibler's polariscope.

Mr. Abbott is in charge of the laboratory in absence of Dr. Sherer. My original salary was \$1,200 per annum, and was advanced to \$1,800 about 8 mos. ago, as was also Mr. Rigney. I occasionally test my polariscope by the quartz plate. As a rule it does not vary. I generally use the quartz plate mounted and marked 96°. There is another quartz plate in the laboratory marked 99°.1. That is all the quartz plates we have in the laboratory. I have heard that the 99°.1 quartz plate is not in the laboratory now.

I have heard that Mr. Dale, a messenger, loans money to the employés. I heard Mr. Morse once remark that Dale had got much interest out of him.

About two or three years ago I went to Dr. Sherer's down-town laboratory, in Front st., to try and get a friend of mine a position in Dr. Sherer's laboratory, as I heard he wanted a man. I took my friend down to their office and found Mr. John Sherer there. I introduced him to Dr. Sherer at the U. S. laboratory, and he told me to take him down town to his office there. The young man did not get the position, as Dr. Sherer told me he had engaged Dr. Shreiber. I knew Dr. Shreiber, and he remained in Dr. Sherer's employ about half a year. I do not know that Robt. Rigney kept his position in Dr. Sherer's laboratory a very long time. I know that Rob't Rigney's brother, who is a chemist on Wall st. to-day, was employed in the laboratory of Dr. Sherer, Front st.

G. LANDSMANN.

Sworn to and subscribed before me this 15th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

JULY 18, 1887.

Messengers Smiley and Cole mix the sample sugars, breaking up lumps, &c., in a mortar, under my supervision; then I weigh out the proper quantities (13,024 gr.). I make this into a solution, pour it into a tube, and place the tube in my polariscope.

Examiner Abbott and myself usually work together, and as we always fill a duplicate tube, he reads one and I the other.

If, for instance, I read my solution 95°.1 and he reads his 95°.3, then 95°.1 is the proper test for classification, because it is the lower of the two tests, and because the two tests do not disagree more than 3-10 (three-tenths) of one per cent.

If I am perfectly satisfied that the sugar tests 95°.1, then I report it 95°.1.

As two polariscopists always read together on the same sample, if one of us reads lower than the other, then according to the regulation the lower of the tests is accepted as "the test for classification," providing that the variance between the two (2) tests does not exceed 3-10th of one per cent.

When I am testing sugar one-tenth (1-10) of a degree is of just as much importance to

me as nine-tenths (9-10ths) would be. In other words, according to the indications on the scale of my polariscope, so I report the test. I know of no such thing in my work as favoring the importer; I never allow a doubt in my mind to exist as to whether 1-10th of a degree should go on or off.

If my partner (polariscopist) should persist in reading 3-10ths low, then the test for classification would be lowered, but, if such should be the case, I would take pains to ascertain the cause of his low reading or my high reading.

In clarifying sugar solutions with bone-black, high centrifugal sugars would be more affected than low-grade sugars, but it is only used for low-grade sugars.

If the color of the solution with some sugars is too dark, I could not obtain a proper test without bone-black.

It is necessary to use subacetate of lead with great care when clarifying sugar solutions, for according to the kind of sugar being tested, the lead would influence the test either up or down.

I know I have never seen a sugar broker or importer in the sugar laboratory. I never saw Brokers Burt or Dreyfous in the laboratory. I have no speaking acquaintance with Broker Burt.

One day I saw Mr. Burt in the hallway; I asked who he was, and was informed. I know that Mr. Burt is Havemeyer's broker.

I was told that Dr. Sherer is the Turkish consul. I have seen Dr. Sherer in conversation with different persons, foreigners, in the office of the laboratory.

Since last October (1886) Mr. Ball, sampler, has been making the comparative tests of sugar in the "dry substance" exchanged between New York, Phila., San Francisco, Portland, and Boston; prior to that time, all of us in the laboratory assisted in making these tests.

As a rule, the tests of sugar made at New York and Philadelphia most nearly agree.

Requests for "verifications" and "re-tests" from the sugar-room are sent to the laboratory; they are received by Dr. Sherer and Messrs. Abbott, Rigney, Ball, and myself and Morse also do the work.

Mr. Ball, sampler, but acting polariscopist, attends to the testing of damaged sugars. Alfred Flowers, an attaché of the laboratory, assists sometimes in preparing the sugar solutions for testing.

I consider the use of "C. P. (chemically pure) sugar" a correct one in ascertaining the true value of a quartz plate.

It is my custom every second or third day to use the 96° standard quartz plate, to see if my polariscope is in proper adjustment, and my instrument very rarely changes; but if I should find that it is too high, by two-tenths (2-10ths) for instance, I deduct 2-10ths from all my readings that day, and if too low, I add to my readings.

I have heard the employés in the laboratory say, when sugars came in to be tested just about 3.30 o'clock in the p. m. that "this must be some of Burt's sugars," but I am satisfied that the men make this remark in jest. In busy times we test about 100 samples per day.

G. LANDSMANN.

Sworn and subscribed to before me this 18th day July, 1887.

T. AUBREY BYRNE,
Spl. Treasury Officer.

NEW YORK, July 30, 1887.

G. LANDSMANN, examiner, further states as follows:

I was born in Prague, Austria, in 1857, came to the United States (declines to make any statement relative to the matter of his arrival in this country or as to his naturalization papers).

Q. Are you a naturalized citizen of the United States?—A. If you will prove to me that you are authorized to make this examination by order of the Secretary of the Treasury, I am ready to answer.

Q. Did you read the letter handed to you dated July 1st, addressed to the officers and employés, by the Secretary of the Treasury, and handed you now for identification?—A. Yes, sir.

I still decline to answer the question as to whether I am a naturalized citizen of the United States or not.

Q. Did you not promise to bring me your naturalization papers this morning?—A. Yes, sir.

Q. Why do you now refuse, and with whom did you consult in regard to it?—A. I reconsidered it. I asked this morning the advice of Dr. Sherer and of Appraiser McMullen, if in case you asked me for my naturalization papers, what I should do, and they told me to follow my own judgment.

Q. On what ground did you refuse to furnish your naturalization paper?—A. On the ground of the Secretary's letter referred to.

G. LANDSMANN.

Sworn and subscribed to before me this 30th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 111.

NEW YORK, July 22, 1887.

WILLIAM C. JACOBS, examiner 8th division, states as follows:

I was originally appointed as messenger in the sugar division about 11 years ago, and made examiner in July, 1885, previous to which time I had been acting as clerk in the sugar-room, having passed civil service and appointed to a \$1,200 clerkship. In my capacity as clerk I had charge of the test-book and invoice blotters. I received the invoices from Col. Osborne, late chief clerk of the 8th division. It often occurred that invoices were detained in the sugar-room when requests for re-tests and re-samples were made by sugar brokers; sometimes we detained them on our own responsibility when we thought the test was too low. I received oftentimes these requests from brokers for the re-tests of certain marks when they were dissatisfied with the classification. I can not find any authority in the Treasury sugar sampling regulations for granting re-tests of sugars on request of importers or their brokers. I never saw Sugar Broker Burt in the sugar-room but once.

I did convey notices and messages from the sugar-room to the asst. appraiser's room, and carried back requests for re-tests when handed to me by the asst. appraiser or his clerk. I have also carried such requests to the sugar-room when handed me by brokers. I have heard (when there was a telephone connection in the asst. appraiser's room with the central main office connection) telephone messages from sugar brokers asking for a re-test of a certain mark, stating at the same time that their request had been mailed for same. I then notified the asst. appraiser or examiner in charge of the message.

I think I have received certificates from the laboratory of "verifications," and I shall try and produce them. In noting "re-tests" on a certificate of verification is a clerical error. I think brokers have asked for verifications, and they have been granted no doubt, as I see no reason why they should not be. Sometimes, at the request of Examiner Remsen, and when I was clerk, I wrote in the test-book the classifications in red ink, and called them off to Examiner Remsen while he put them on the invoice.

I sometimes carried sugar samples to the sugar-room. I have carried test reports from the laboratory to the sugar-room. Sometimes, when I am at work in the sugar-room, I receive telephone messages from the examiners on their districts asking if certain cargoes on which re-samples had been called if we were through with them, as the houses, meaning the refineries, wished to melt the sugars, or the warehouses wished to store the goods. I then made inquiries of Mr. Remsen, and notified the inquirer that if the re-sample had been taken the sugars could be melted. The importers sometimes withdraw their requests for re-samples, and thereupon we have ordered the re-sample off, unless we feel the Government has not received its just dues. Written requests for re-tests were, when I was clerk, always filed away, and undoubtedly some of them were lost. I spoke to Mr. Hay about keeping these written requests, and he said to keep them, and thought this was a good idea.

Once, as well as I can remember, the fact was brought to my attention by Examiner Bowen that certain samplers used their sponge too wet, and that it must be stopped. Oftentimes hogsheads of sugar are sampled by merchants' samplers before U. S. samples are taken. Sometimes we used to put letters instead of serial numbers on sample cans sent to U. S. laboratory for test, the letters representing the general cargo of sugar while the serial numbers represented the sample packages. This was done for comparison. Sometimes when I have gone to draw samples from re-sample packages, such re-sample being ordered by the importer or broker, I have found them melted up.

WILLIAM C. JACOBS,
U. S. Examiner.

Sworn and subscribed before me this 22d day of July, 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 112.

NEW YORK, *July 26, 1887.*

P. A. HEPBURN, examiner, states as follows:

I was appointed examiner in the 8th division, Aug. 1, 1885.

I have not found anything in my experience as an examiner that might be properly termed designedly irregular. I am particular to see that my samplers wring their sponges dry before using them on the trier, and I am constantly watching that thing. Examiner Bowne once called my attention to samples that had the appearance of having too much water used upon the samples.

I have never had my attention called to the finding of a fraudulent stencil-plate, although I understand there was one such found. I have repeatedly protested as to the manner in which sample packages were laid out preparatory to sampling, and have had the matter corrected. Sometimes I have instructed my samplers to break down the pile and take out certain sample packages and verify the mark. Sometimes I find that merchant or brokers' samplers have drawn samples from the same packages that U. S. samples are to be drawn from, but before they have been laid out by the weigher.

Sometimes I have insisted that the refinery people shall lay out Iloilo, Cebu, and Manila sugars, mark by mark, when found, although the collector's permit to land such sugars has indicated no mark. By insisting upon this, the Government receives its proper revenue. And in all such cases, when attention has been called to it, the remedy has willingly resulted.

Samplers carry keys to the sample-boxes as well as the examiners. The same keys open the district office doors; we have a different key entirely to open our closets in the district offices. In the morning I give the sampler the key to the closet door; which is always returned to me before night.

I never heard it proved as a fact that sample-closets had been tampered with, although I knew the closets were especially examined as to their security, and the locks changed, I think, three times within the last two years. I think the Government receives all the duties it is entitled to upon sugars.

PETER A. HEPBURN.

Sworn to and subscribed before me this 26 day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 113.

NEW YORK, *21st July, 1887.*

BENJAMIN H. HINDS, special agent, examined under oath, said:

I was appointed by Secty. Manning, to the appraiser's store about Novr. 15, 1885. I act in a dual capacity, reporting at the same time to Appraiser McMullen, and making my reports to the Secty. of the Treasury through the div. of special agent. The bulk of my work is acting under orders of Appraiser McMullen. I have dictated letters for Mr. McMullen when he would tell me what he wanted to say, giving me the idea. I have not dictated or had anything to do with any answer that came to you in answer to letters addressed to Mr. McMullen. I may have seen them, but I know I have not dictated or written any answers that came to you from him. No irregularities in sugar at this port have ever been brought to my notice. Furthermore, I never had any reason to suspect that any existed; if they have, it is something that I have no knowledge or suspicion of.

I have seen two men around here that I was told were sugar brokers; one man I don't know and one I do know. I don't know as I ever saw Broker Dreyfoos in the office of the appraiser.

Since your performance here I asked who is this man Dreyfoos. I have seen Broker Burt two or three times a week around the building. I have seen him a good many times in the appraiser's office. It is not within my knowledge that he makes daily calls upon the appraiser. He comes in like anybody else. I never heard him talk about sugar. I presume he attends to that in the 8th division.

I never saw a letter in the appraiser's office signed by the collector of the port of Boston, endorsed by the collector in New York, in reference to the investigation in sugar.

I suppose I talked to the appraiser relative to this investigation a hundred times, but I never had a conference with him as to what would be advisable to say. I have not written a letter nor received one from Mr. Martin in six months. I address my official reports to the Sec'ty of the Treasury.

I have never heard a word of what you have been doing through any departmental source.

I never saw Mr. Martin in Baltimore in my life. I was not there on the 2nd of July. I have not been in Baltimore, except to pass through it, in five years. On the 1st of July I was in Philadelphia; I went in the morning and came back in the evening.

I had no conference with Mr. Tingle about this investigation further than some remark about the investigation going on here; I don't remember what it was.

I don't think I talked sugar matters with Special Agt. Tingle in this world, for I don't know anything about them, and I don't believe he does.

Irregularities in sugar matters have been brought to my notice by the appraiser. I remember to have been twice, perhaps three times, at the customs house: The first time was when Examiner Bowne and Mr. Examiner McElwee had got into a snarl in Jersey City over the laying out of samples of bag sugar. I think about a lot of bag sugar they could not get the bags laid out in proper shape; at any rate, they were not satisfied in the manner in which the weigher had given them the samples.

They claimed that the weighers had given them the samples from one part of the cargo and did not heed the marks. For instance, if they required 120 bags, so many of one mark, so many of another, they were given 120 bags irrespective of any marks, and they were not satisfied to sample it in that way, and refused, and they came here and reported to Mr. McMullen, and he directed me to go down and see the authorities at the custom-house. I reported the matter first to Mr. Trelow, and went and saw Mr. Blatchford, and Mr. McElwee and Mr. Bowne was with me. The result of which was that Mr. Blatchford gave some orders; it is a year and a half ago. I did not consider the matter of sufficient importance to report to the Department, for it was a matter for the surveyor to attend to and not the Dept., and it was attended to, and the result was satisfactory to Mr. McElwee and Mr. Bowne. They told me so; I forget which one. Mr. Bowne told me in substance that it was satisfactory.

Q. (By Mr. BYRNE.) You consider, then, that your duties as special agent here connected with the appraiser's store is to take up a matter—[interrupted].—A. You are investigating sugar and I have been answering your questions and I don't care whether they satisfy you or not. If you have been sent here to investigate me show me your authority and I will answer you. I will answer your questions as to sugar, but whether I do this or don't, I don't think it is your business.

Q. I ask you whether in the discharge of your duty—[interrupted].—A. You must consider that a person who has been for 18 years in the customs is not going to take a rebuke from a man who is not an officer at all. I report to the appraiser the result of any investigation I make into sugar irregularities, but do not feel that I am bound to make a record of them to the Department unless they are of sufficient consequence to go to the Department; but if there were any gross abuses here I should feel it my duty to report them. I have never had any knowledge of fraudulent stencil-plates.

I do not feel that my duties are entirely subordinate to the appraiser. As I said, I am acting in a dual capacity. When the appraiser has work to do I do it; when the Department has work to do I do it.

If I knew that the regulations relating to sampling and appraising of sugars was being violated I would at once report it to the appraiser or to the Department. I should feel it my duty, in the first place, to endeavor to correct it. Failing in that, I should feel it my duty, in the first place, to endeavor to correct it. Failing in that, I should feel it my duty to report to the Secty. of the Treasury, provided that it was a violation that involved any principle or amounted to a violation of the regulations.

I can conceive things in the regulations that are non-essential, that were started on some misconception, that have been found to be utterly useless and worse than useless, and that perhaps had been dropped by common consent all round. I am speaking generally now. I say that the violation or neglect to enforce any regulation that had any meaning or value to it I should consider a subject to engage my attention at once, and would so notify the Department. On the subject of the sampling and testing of sugars I have perhaps less knowledge than I have about any other branch of the custom service, for the reason that it is in the hands of specialists, and they have a set of regulations to go by which are peculiarly marked out for that branch of the service, and applied to no other. I have no doubt but that Philadelphia and New York test by polariscope sugar lower than Boston. I suppose brokers come here to attend to their business.

The Sect'y of the Treasury ordered shortly after the promulgation of these regulations that the classification of sugar instead of being posted at the custom-house should be posted at the appraiser's store or office, which I consider a public place, as any man that has any legitimate business in any part of this building can have a pass to go there; and my opinion is that the regulation is carried out when the daily indication of the classification of sugar is made in the asst. appraiser's office.

I am aware that there is a regulation which requires that classifications of sugar shall

be exchanged between certain ports. It has never been brought to my notice that they were not.

The foregoing report of my testimony is substantially correct.

B. H. HINDS,
Spl. Agt.

I, Henry W. Kerr, being sworn, certify that this is a correct transcription of my stenographic notes of the conversation.

Dated at New York, 22d July, 1887.

HENRY W. KERR,
Stenographer.

Sworn and subscribed to before me this 22d day July, A. D. 1867.

T. AUBREY BYRNE,
Special Treasury Officer.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, D. C., Oct. 30, 1885.

B. H. HINDS, Esq.,
Special Agent, appraiser's stores, New York, N. Y.:

SIR: From and after the 1st proximo your official station will be the appraiser's stores, New York City. Your reports will be made directly to the Department.

Very respectfully,

D. MANNING,
Secretary.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, D. C., Decr. 9, 1885.

B. H. HINDS, esq.,
Special Agent, New York, N. Y.:

SIR: Referring to Department's letter to you of the 30th of October last, in which your official station at the appraiser's stores, New York City, was authorized, you are hereby directed to report for duty to Lewis McMullen, the appraiser.

Respectfully, yours,

D. MANNING,
Secretary.

EXHIBIT 114.

JULY 6, 1887.

F. W. HOWARD, under oath, states:

I have been connected with the appraiser's store since May, 1885, as private secretary to the appraiser. I decline to answer as to what influence was brought to bear to secure my appointment, other than that I was appointed to my position by Mr. McMullen. I am in a remote degree related to the wife of Mr. Jas. Burt by marriage. I do not know that Mr. Jas. Burt had anything to do with my appointment. Mr. Jas. Burt has not been in the private room adjoining that of the appraiser more than three times to my knowledge since I have been there. I have seen him in conversation with the appraiser. I have never seen a sugar invoice. I have never seen a laboratory certificate of polarization. Have not the slightest idea what business brings Mr. Jas. Burt to the appraiser's office. I have been in the laboratory on official business. I have had conversation with officials relative to the pending investigation in a casual way only. They were Stenographer Bassett, Chief Clerk Rose, the appraiser [2], and Special Agent Hinds. [3] I have upon one occasion written an official letter for the appraiser's signature, which was dictated by Special Agent Hinds, and have [4] also occasionally heard Special Agent Hinds dictate letters to Stenographer Bassett for the appraiser's signature.

I am a member of the board of civil-service examiners for this district—the customs district of New York—and my only knowledge of matters relating to sugars is that gained in the questions put to applicants for position in civil-service examinations. I do not know to what you refer when you speak of a serial number in connection with sugar. I do not know what sugar-importing firms Mr. Jas. Burt represents. I have known him to speak to for fifteen years. Mr. Burt's wife is a cousin of my wife. Mr. S. Seabury Guion, the examiner in the ninth division, is a brother-in-law of Mr. Jas. Burt. I consider myself an occasional visitor at Mr. Burt's house, although I call but very seldom,

and have never talked business with him there or elsewhere. It was in my room that the appraiser asked Mr. Moore to show him his authority for assisting Mr. Byrne in the sugar investigation. My opinion, as I had formed it prior to my examination, was that this investigation was being carried on in a high-handed manner, although I have had but little conversation with any one on the [5] subject.

The lines numbered 1, 2, 3, 4, and 5, in the margin were erased and interlined before I signed this statement.

Changes made as follows: In No. 1, one word erased; in No. 2, three words erased; in No. 3, one word erased in three words interlined; in No. 4, one word erased and one word interlined; in No. 5, five words erased.

F. W. HOWARD.

Sworn and subscribed to before me this 6th day of July, A. D. 1887.

T. AUBREY BYRNE,
Spl. Treasury Officer.

NEW YORK, July 6, 1887.

I, F. W. HOWARD, private secretary to the appraiser of the port of New York, upon being duly sworn by Special Officer Byrne, and having read the clause in the Secretary's letter of July 1st addressed to officers and employes of the appraiser's store, refuse to make any promises whatever, as I desire to retain my freedom of speech.

F. W. HOWARD.
H. A. MOORE,
Special Agent.

Witness:

T. AUBREY BYRNE,
Spec. Treas'y Officer.

NEW YORK, July 8, 1887.

Mr. Howard, upon being asked by Mr. Byrne whether or not any officer of customs or employé connected with the U. S. appraiser's store or custom-house in New York City has approached him or asked him any questions relative to his examination before him on the 6th instant relating to sugar matters, says he thinks it an improper question, and one that Mr. Byrne has no right to ask, and refuses to answer.

F. W. HOWARD.

Within five minutes of Mr. Howard leaving the examination room, Spl. Agt. Moore visited the appraiser's office to request the attendance of Mr. Tice. The appraiser was talking in a confidential manner with Mr. Howard in a corner of the room, Special Agents Tingle and Hines being seated in the same room.

H. A. MOORE.

JULY 6, 1887.

EXHIBIT 115.

NEW YORK, July 13, 1887.

ALFRED FLOWERS, sampler, detailed as clerk, and also engaged upon the polarization of sugars, states as follows:

I was appointed in 1879. I am employed in the laboratory, and visit the sugar-room almost daily. I transmit messages from the laboratory to the 8th division sometimes, and have returned at times with requests for re-tests and verifications of sugars already tested. I have seen Mr. Burt in the sugar-room of the 8th division many times, up to within a few months, when the newspapers had something to say about the Burt influence at the appraiser's store. I have not seen him there since. I have seen him in the laboratory a few times in conversation with Mr. Sherer. I know that Dr. Sherer, Special Agent Ayer, and Mr. James Burt are quite intimate. Dr. Sherer has remarked to me quite often that he had just seen Burt, who said we were reading sugars too high. I told him, Sherer, that I guessed he would have to stand it. The effect of Mr. Burt's remark upon Dr. Sherer, as evidenced by observation, was that Dr. Sherer was afraid of Mr. Burt, either through his influence or that he might lose his patronage at his, Dr. Sherer's, place down town at No. 122 Front st., where he runs a sugar laboratory for testing sugar for the trade. This laboratory is run, as I have been told, by a relative of his, but I believe that the profits of the business are shared by Dr. Sherer, the chemist, and his brother, John A., who is damage examiner of sugar at the appraiser's store.

I am led to the opinion from the fact that under Secretary's Folger's administration of the Treasury Department, the man who managed their business, Mr. Wm. Rigney, demanded to be taken into partnership with them, which they refused. Rigney then left them and started a laboratory of his own at 109 Wall st., thus compelling John A. Sherer to resign his position at the appraiser's store as damage examiner in order to look after their private business at their laboratory, No. 122 Front st. After about two months he managed to get the firm's business in hand, and placed an employé there to represent them, after which he was again appointed damage examiner at the appraiser's store at an increase of salary by Appraiser Ketchum, which position he now occupies. I have deposited with the People's Bank, corner Canal and Thompson streets, this city, at various times other than the last or first of the month, sums of money to the credit of Dr. Edward Sherer as high as five hundred dollars at a time, amounting to within the past year and a half to about seven thousand dollars. As his salary is about \$2,500 per year it would only amount in a year and a half to about \$3,750. Aside from this account he and his brother John had an account in the Marine National Bank, which failed a couple of years ago, wherein they lost close to five or six thousand dollars, as he told me.

From these facts I am led to believe that his down-town laboratory renders him a handsome income, and the natural presumption being that on account of his position as chief chemist at the appraiser's store they, the importers, would, for obvious reasons, patronize the firm of Sherer Brothers.

Damaged sugars have been tested by Examiner Sherer at their down-town place of business. Chemists Gottfried, Laudsman, and Robt. Rigney, employed in the U. S. laboratory, have informed me that after office hours they have, at the request of Dr. Sherer himself, gone to the laboratory of Sherer Bros., at No. 122 Front st., and assisted in testing merchants' sugars for the firm. I told them they had better be careful or they might be discharged, which, I think, caused them to stop it, or at least I was never informed by them of their continuance of the practice.

Dr. Sherer once told me that Sugar Broker Burt requested him not to allow Chemist Abbott to test his sugars. This request was complied with for about ten days, and we were consequently overworked, while Abbott had nothing to do.

I have often seen Mr. Burt and Dr. Sherer in close conversation in the hallways of the appraiser's store.

Dr. Sherer is the Turkish consul, and Turks come to the laboratory to attend to business with him, and it has been one of my duties to make pen-and-ink copies of letters for Dr. Sherer relating to the business of his consulate.

Recently Dr. Sherer was sued in the city court of New York for rent of a building which he had hired in Brooklyn for the manufacture of "bronze powder," and for defense took advantage of the fact of his being Turkish consul to prevent collection of the debt. Dr. Sherer informed me of this himself, and also informed me that his brother, John Sherer, and another man was interested with him in the manufacture of this "bronze powder." I have seen and examined some of this powder in the office of the laboratory, as shown to me by Dr. Sherer, who told me he made it and sold it. Mr. Pratt, I think, of Roslyn, L. I., was the partner in the concern.

Mr. Morse, a polariscopist in the laboratory, is not allowed at the present time to read polariscope by order of Dr. Sherer. I know that Mr. Morris's eye-sight is as good as that of any employé in the laboratory, and as fully capable to read the polariscope as any one there.

As the clerk of the laboratory, and being in a position to observe closely, I am fully convinced that every effort has been and will be made to obstruct the course of the pending investigation and the intimidation of the employés of the laboratory.

ALFRED FLOWERS:

Sworn and subscribed to before me this 13th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

NEW YORK, July 15, 1887.

ALFRED FLOWERS, further examined:

Yesterday I returned to the laboratory after leaving the investigation-room, and as I was passing in I saw Dr. Baker and Dr. Sherer in conversation, and heard Dr. Sherer say as I passed that I would not last longer than this investigation, as I should then be discharged. I said nothing and passed on.

To-day I saw Sugar Broker Burt with his head out of the window in the passage way adjoining your investigation-room, trying to look into your room, and it seemed to me

he was trying either to overhear anything that might be said in your room or trying to see who was there. His action was noticeable.

ALFRED FLOWERS.

Sworn to and subscribed to before me this 15th day of July, A.D. 1887.

T. AUBREY BYRNE,
Spl. Treasury Officer.

PORT OF NEW YORK, APPRAISER'S OFFICE,
402 Washington st., July 18, 1887.

ALFRED FLOWERS, continued:

About the time Dr. Moore tested the 99.4 quartz plate I saw it in its mounting in the laboratory. Since then I have not seen it till the 16th instant. I have examined the edges of the tube (its mounting) and find that it shows signs of having been in daily use for two or three years. This use has not been at this United States laboratory.

ALFRED FLOWERS.

Sworn and subscribed before me this 18th day of July.

T. AUBREY BYRNE,
Spl. Treasury Officer.

EXHIBIT 116.

NEW YORK, July 25, 1887.

JOHN HOWARD WAINWRIGHT, examined.

In U. S. laboratory, Dr. Battershall's division.

On Saturday I was in Dr. Sherer's office, when he requested me, in case I was called before you, to repeat a conversation previously held between us relative to this investigation, but I can not now remember its particulars. I have seen Turks, or persons whom I took to be Turks, in the laboratory, and upon one occasion I was called upon by some one from the laboratory to act as interpreter and to inform Dr. Sherer of his desires, and which did not relate in any way to U. S. Government business.

On Saturday last, while in conversation with Dr. Sherer upon the subject of this investigation, he made the remark that you (Mr. Byrne) and Special Agent Moore were a couple of damn scoundrels or words to that effect. This remark was made so that Acting Clerk Flowers could hear it, and so that others might have heard it.

J. H. WAINWRIGHT.

Sworn to and subscribed before me this 25th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

NEW YORK, July 25, 1887.

ALFRED FLOWERS, clerk in U. S. laboratory, states as follows:

On Saturday last Dr. Sherer had a conversation with Examiner Wainwright in Dr. Sherer's office, and where my desk is located. In the course of their conversation I heard Dr. Sherer say to Mr. Wainwright that you (Mr. Byrne) and Special Agent Moore were a couple of damn scoundrels.

ALFRED FLOWERS.

Sworn to and subscribed before me this 25th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

NEW YORK, July 28, 1887.

BYRON D. C. FOSKETT, examined, 8th division, states as follows:

I was appointed examiner of sugars in July, 1885.

As to Par. 3, I sometimes find that the sample packages are not properly laid out, the cause of which is attributed to the operations of merchant samplers and others. Under these circumstances the U. S. samplers can not draw their samples properly.

As to Par. 7, I have never seen Sugar Damage Examiner Sherer making examination of sugar or cargo, but have seen him in warehouses and refineries making inquiries in regard to same. I never detailed a sampler to draw samples for examiner of damaged sugar, Mr. John Sherer.

As to Par. 9, the trier has to be inserted in the package several times as a rule before sufficient sugar is drawn to fill the sample box.

As to Par. 10, samplers and examiner carry keys to the sample chests; sometimes I send a memorandum instead of a letter of transmittal when I have not Department form at hand.

As to Par. 11, in reference to red plugs, it is not enforced at this port.

As to Art. 13, I do not find that sugars in bags, hogsheads, and other packages are always properly laid out mark by mark, necessitating the breaking down of piles of samples in order that the samples may be properly drawn and entailing an unnecessary amount of labor and delay in the sampling.

Oftentimes Iloils, Cebus, and Manila sugars are permitted, on collector's order, to be weighed as without mark, although marks are in the cargo, necessitating the obtaining on the part of the appraiser's department information from the importers relative thereto, in order that classification can be properly made. I oftentimes find damaged sugars in the piles of samples.

As to Par. 15, it is not complied with. Sometimes samples are placed in such dark places that a lantern is necessary to marks and stencilling. Sometimes we find samples in sample piles that are not stencilled "U. S. sample." Sometimes I found low grade and high grade sugars mixed in the sample piles as of the same mark.

As to Par. 17, sometimes we have sent into the appraiser's store samples in paper, large tin boxes being not available.

As to Par. 19, this paragraph is not complied with.

As to Par. 24, I permit the use of a damp sponge, out of which no water can be squeezed. I do not remember the day that you accompanied me to the Havemeyer & Elder refinery, and that Sampler Flocken was using a sopping wet sponge on his trier while engaged in sampling. I did not know that you were a Government officer at that time.

As to Par. 26, this paragraph is not altogether complied with.

As to paragraph 27, I never heard or knew of this paragraph and section of the Revised Statutes being enforced.

As to paragraph 28, I have sometimes found on directing my samplers to draw samples from sample and re-sample packages, that they have been melted up. This has happened where re-sampling has been ordered by the 8th division.

I have sometimes, when on duty at the refineries been asked by the refinery people to telephone to the 8th division and inquire whether it was necessary to hold certain samples and re-samples any longer in order that they might be melted up, and permission has been telephoned to me from the 8th division that they could be melted up.

I succeeded Examiner Davis in charge of district No. 5 some months ago, and upon inquiring for the key of the sample-closet, I was informed that Sampler Twamley had lost said key by accident overboard. I made no further inquiry in the matter, and do not know that any other official inquiry was made relative thereto.

My attention was brought to the fact that certain samples of sugar were too wet, and was cautioned by Examiner Bowne in relation thereto, although the occasion of the wet samples was not on my district.

I consider Examiner McElwee as an able and competent examiner, and a man of unimpeachable character.

When I was on duty in the 8th division, I have frequently seen Broker Burt in the office of said division, and on one occasion saw him in the sugar-room talking with Examiner Remsen. There was no sugar-crushing machine on exhibition that day in the sugar-room.

I am familiar with the sugar-sampling regulations, and in them I have never seen any authority for granting re-tests on the request of importers or sugar brokers. When sugars that Broker Dreyfoos is interested in are being sampled, he or his sampler, John Hetherington, are generally around. Dreyfoos is quite prone to make suggestions in regard to the sampling of his sugar. He often has conversations with the samplers, the nature of which I don't know. Sometimes he talks with them in my presence.

I would not call the place in the assistant appraiser's division, where the classification sheets of sugar are posted, a public place. I never saw a public statement of damage allowance since I have been examined.

BYRON D. C. FOSKETT.

The sugar-room of the 8th division was my headquarters from June 15 to July 15th, instant; during that time I have frequently seen Clerk Trainer copying from the invoices, after classification had been noted on the invoices by the examiner, the said classifications on the daily tabulated statement of classifications.

Previous to the time above mentioned, as I was informed by Examiner Bowne, it was the custom to copy such classification and laboratory tests from other records than the invoices themselves.

BYRON D. C. FOSKETT.

Sworn and subscribed to before me this 28th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

NEW YORK, July 29, 1887.

BYRON D. C. FOSKETT examined, further states in reference to his testimony of yesterday, July 28, wherein he stated that he saw Sugar Broker Burt in the sugar-room, as follows:

I remember the occasion of his presence there distinctly, as he was having an argument with Examiner Remsen in regard to certain clayed sugars, he, Burt, contending that the lumps in said sugar should be taken out before the sample was sent to the laboratory, and that only free sugar should be sent, while Examiner Remsen held that the sugar should all be mixed up together.

B. D. C. FOSKETT.

Sworn and subscribed to before me this 29th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 117.

NEW YORK, July 26, 1887.

W. D. DAVIS, examined, sugar division, states as follows:

I was originally appointed in the sugar division as sampler in 1878, promoted to examiner in 1880 at \$1,800, promoted in 1885 to \$2,000, and promoted to \$2,200 in 1886.

The only irregularities that I know of in connection with the importation of sugars at this port, is in relation to stenciling.

I have directed samplers to draw samples from re-sample packages, and we found that the re-sample packages had been melted up or delivered. This applies to hogsheads. Sometimes at refineries when samplers have gone to draw samples from re-sample bags, and mats that have found that the said re-sample packages have been melted up. I can't explain why this was done.

I have sometimes found that low grade sample packages were mixed with high grade sample packages in the same mark, and *vice versa*. I have also sometimes found that the merchant samplers had sometimes drawn their samples before the U. S. samplers had reached them. I believe there is an order issued by Secretary Folger, which modified Art. 19 of the sugar sampling regulations of 1883, under which merchant samplers were permitted to sample, sample, and re-sample packages before the Government samplers had drawn their samples. I can not produce such an order.

I know of no violation of art. 17 of the regulations for sugar sampling, which require that samples in the case of mats shall be made upon the wharves, each mark being kept separate and the samples labelled in large sample boxes "provided for the purpose."

I do not know of any mat samples being sent to the appraiser's store in paper, sample tins being always used. I have found sample bags where the stencil mark could not be seen by the sampler, but were found by tearing the piles down. There have been instances where sample packages were not placed "easily accessible for sampling," as called for in article 15 of said regulations. I have often sent my samplers to take samples in places where the light of a lantern was necessary to distinguish the marks. So far as I am aware the sugar examiners and samplers of the 8th (sugar) division do not draw samples from damaged packages for the damage examiner of sugars to pass upon. I have seen the damage examiner of sugars draw his own samples. I can not say that I ever saw the damage examiner draw sound samples from a cargo, neither have I ever seen men under his direction draw such samples. I do not know what is meant by commercial damage. I have sometimes found sample packages (hogsheads) which gave evidence that they were not in sampling order, but who disturbed them I do not know. I have also sometimes found the scoring of the hogsheads improperly done. Paragraph 3 of the sugar-sampling regulations is not always complied with.

I have reported to my superior officer that paragraph 4 had not been complied with. Relating to paragraph 9 it requires more than one trier full to fill a box. In some instances paragraph 10 is not complied with; as for instance, in the absence of the printed form, viz, letter of transmittal, a memorandum being made to serve the purpose. Paragraph 11, requiring use of red plugs, is not complied with, and has not been for over a year. As to paragraph 14 I do not know that its requirements are being complied with. As to paragraph 15 I do not know that its requirements are being carried out, but to the best of my knowledge and belief they are.

Sometimes samplers have to carry lanterns to distinguish marks and whether the stencil "U. S. sample" has been put upon the packages. Sometimes I have had to order the sample packages broken down in order that the sampler could see that the packages were stencilled sample packages. Sample packages generally are placed accessible for sampling. I would not consider it detrimental to the interests of the Government to

have sample packages placed in close proximity to steam pipes. I do not consider it would take any more time, care, or labor to get the samples from packages so placed if they did not lay there long. Sometimes we have found sample packages removed from where they were originally placed, and then found them in some other place in the refinery.

In relation to article 16 I have had the sample packages relaid out so that the samples could be taken from the middle of the packages.

I have never known of general samples from mats being made upon the wharves in other than sample-boxes, paper never being used to send samples to the appraiser's store.

In reference to paragraph 19, see bottom of first page in my testimony.

I know of no paragraph authorizing the use of sponges other than paragraph No. 24.

I do not permit my samplers to use a sponge so wet that the water can be wrung from it, but we are permitted to use a damp sponge, as per construction of paragraph 24. I have seen certain instances where samplers have used too much water in their sponges to clean their triers, and have ordered them not to do so, and informed them at the same time that it would not show a normal sample and would be detrimental to the interests of the Government. This applies in a general sense to new samplers. I have advised Isaac W. Cole and Charles A. Fox, who are a couple of new samplers.

Relative to art. 26, I have found that cargoes of Iloilo, Cebur, and Manila sugars have sometimes not been laid out mark by mark, requiring the general sampling of each individual mark.

Relative to paragraph 27 and section 2882 of the Revised Statutes, I have never known or heard of any attempt on the part of a customs or inspection officer to seize a cargo of sugar for violation of such paragraph and section.

Relative to paragraph 28 I know of no violation.

In cases of re-test, pending re-sample, I have heard at the refineries telephonic requests to the sugar-room of the 8th division asking permission for refiners to melt up sample packages in cases where they had withdrawn their requests for re-sample. Permission was given from the sugar-room to melt up the samples when they had withdrawn their requests for re-sample. I have received such telephonic messages from Examiner Remsen.

As to whether or not, in my opinion, Asst. Appraiser Tice is competent to make a proper detail of samplers for duty on the different districts is not for me to decide. I do not consider that there are any samplers at present employed who are unfit for their business and can not be trusted.

I have seen Examiner of Sugars John Sherer, the damage examiner, drawing samples and otherwise examining a cargo of sugar after it had been discharged. I have never seen him make "an examination of the vessel and of the sugar during its discharge," as called for in paragraph 43 of the sampling regulations. I could not tell, without examination, whether the cargo was damaged or sound.

W. D. DAVIS.

Sworn to and subscribed before me this 27th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 118.

Dr. JESSE BATTERSHAW, chemist, U. S. laboratory, states as follows:

I know quite a number of leading chemists in the sugar trade.

I know the firm of Sherer Brothers, and I think it is composed of Dr. Sherer and his brother and a Mr. Kingney, who was associated with them.

I have not visited their laboratory since I became connected with the Government. I have been at 122 Front st. I have seen men that I supposed were Turks come to the laboratory.

I think that in testing sugar, a commodity which pays the largest amount of duty, the operators on the polariscope should be trained and practical chemists in order that the interests of the Government be protected. I believe that first-class chemists should be employed to determine the value of sugar.

I believe the Government entitled to the best ability that can be had, and in that way the interests of the Government and revenue are protected.

I have heard that Messenger Dale did loan money.

[NOTE.—Dr. Battershaw made this statement under oath; but, immediately leaving on his vacation, was not here to sign after transcription was made by stenographer.]

T. AUBREY BYRNE,
Special Treasury Officer.

July 23, 1887.

EXHIBIT 119.

JOHN F. DAVIS, examined, connected with the laboratory at the U. S. appraiser's stores, states as follows:

Within the last three years I have not tested any sugars by polariscope. I am called upon sometimes to prepare the tubes for testing in cases of drawback, and never otherwise.

I have heard that Dr. Sherer was interested in the manufacture of bronze powder. I saw in a newspaper over a year ago a statement that Dr. Edward Sherer was sued in a court, and that the suit was thrown out, as the judge claimed no jurisdiction on account of Dr. Sherer being nominally a Turkish subject. I have seen men who were said to be Turks visit the laboratory, and suppose they came to see Dr. Sherer as Turkish consul. I have heard that there is a firm of chemists down town known as Sherer Bros. I know Mr. Jas. Dale, of the sugar division, and have borrowed money of him, but never paid him any bonus. I have heard that he does loan money to employes, but not within a year. I have also heard that he charged a bonus.

As a chemist, I state that in order to thoroughly and properly mix sugars some other means in addition to the mortar and pestle should be used; and this is particularly so when so little time is used in the mixing of sugar samples for test.

JOHN F. DAVIS.

Sworn to and subscribed before me this 19th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 120.

WILLIAM D. CRUMBIE, employé in laboratory, addressing Mr. Byrne, who was about to administer an oath, said:

Unless you are a notary public I object, and unless the questions and answers are to be taken down by a stenographer. I think it is only proper they should be so.

After being satisfied on these points, and the oath administered to him, said:

If asked the question I would very naturally say I belonged to the laboratory division.

I have tested sugars at the port of New Haven, and still continue to do so. I made my last test there on the 16th day of June, I think.

I go up there by request of the collector at New Haven to the appraiser, which is transmitted to me. The collector at that port telegraphs for an examiner of sugar; that telegram is approved and sent to me by the appraiser as my warrant. So far as I know the methods adopted in the sampling and testing of sugars at other ports is the same as at this port.

I know of no difference in the use of the polariscope at the port of Philadelphia and this port. When I put my tube containing the liquified sugar into the polariscope I read on the scale a certain determination, and note that determination as the correct reading or correct value of that sugar if the polariscope is adjusted properly.

I always test my polariscope with the quartz plate. I have used refined sugar. I have a quartz plate down there now. It was there when I went. I know it is correct, as I tested it with refined sugar. I am certain that my polariscope is properly adjusted after I receive the quartz plate. I think I have received a quartz plate from the chemist in charge here to test my polariscope. I am not certain, but I think I took one down there with me. The laboratory furnished me with that plate. I think I told you I took it. I am not positive whether I took it out there or not. I tested my polariscope a few weeks ago. I used the high plate. I think it is 81. I leave that plate there. I think there is a quartz plate in this laboratory now that is valued at 99.1. It is not actually mounted—in a short tube, I think—only a temporary mounting. I don't recollect ever having used it out of its mounting. It is a fact that the quartz plate is not permanently mounted. I could not testify to seeing it out of its mounting. Of course, never having seen it out of its mounting, I don't know whether it is marked or not.

The mark which indicates its value is, I think, on the tube on a piece of paper pasted around the tube. I will swear that I don't think I have ever seen the quartz plate with a mark of its value scratched on its edge, or ever heard any conversation in regard to it.

No one has access to the laboratory who is not connected with the appraiser's store in the general meaning of the term, but there are people who come in there through passes. It is a presumption on my part. I presume the watchman takes up the passes. It is the custom to ask any one coming up the stairs their business,

and they have to state it to Captain Flowers. He is the clerk in the laboratory office. Dr. Sherer is regarded as the chief of the laboratory, so far as our position is concerned and attendance and disposition of the men.

Captain Flowers in a sense might be called the watchman.

I don't think that I ever saw representatives of any importing firm in the laboratory when sugars were being tested. I am not acquainted with a single one of them. If I do know them I don't know their names.

I do not know a Mr. H——, Mr. Jones, or Mr. Drayfoos by name. I may know them by sight. I can't say positively that I know a Mr. Burt. I know a man that I think is Mr. Burt. I saw him walking on this floor; I saw him once going out of the building and once coming in; I passed him.

I never saw him in the laboratory nor in any passage way leading to the laboratory; and I think I can say positively I don't think that I ever saw him with Dr. Shearer. I don't think I have ever seen Mr. Burt except these two times. I may have seen him before; but, not knowing who he was, it would have no effect upon me. He is rather a large man, and I think has a grey moustache, dresses plainly, and rather plain-going in appearance.

I have heard that Mr. Burt has pretty good influence in the building and is well surrounded with friends; I have heard nothing more than rumor in that connection; I have heard nothing positively. I presume that the rumors came from the fact that he is a relative of the naval officers, and perhaps what influence he has would come through his brother.

A man might naturally feel that Mr. Burt could help him through his brother's influence; the average man would feel better to have Mr. Burt's friendship than otherwise.

I don't know that his presence here is of daily occurrence; I have heard that he has been here; I have seen it in the newspapers that he has been here. I have seen this man twice; I have no doubt on my mind but the man I saw is Mr. Burt.

I don't know that it has been brought directly to my notice that Mr. Burt has very strong influence at the appraiser's store—more than I have stated—that his brother is quite a prominent official, and would naturally have more or less influence.

I could not say what the result would be if a man secured the enmity of Mr. Burt; I merely say, as regards myself, I would rather feel friendly towards people who are well connected politically than I would with enmity, because everything has got to move smoothly, and it is satisfactory to a man to have friends.

I have never heard any conversation to the effect that to be the friend of Mr. Burt is to be secure in your place. I have never heard of any one being removed because he was not his friend. I have never heard that Mr. Burt had access to all of the rooms where sugar is treated. I recollect that you (Mr. Byrne) once said so when we talked together.

Mr. Byrne reads his notes re. 23rd December, '86. "A man might have it in his power to tamper with sugar on the docks, more especially where the samples are drawn. If a sample has been tampered with before I get it, I can't tell. If a wet trier were used I would not be anything the wiser.

So as to obtain a low classification it might be possible to select samples from hogs-heads, so that it might be possible for a polariscopist, instead of reporting its true reading, to report lower or higher. That is, that the polariscopist can report a lower or higher reading than the actual reading of his instrument. In cases of variation I would take the test for classification, of the two, that would read the nearest. In cases where the test would be 94.3 and the second 94.4 and the third 94.5? I would not have made a third test in that case; I would take the lower of the three.

If the first test was 94.4, and the second 94.7, and the third 94.3? I would not have made a third test in that case, since 94.3 would have been within the regulations. In that case 94.3 would be the test. There is not always a variation of three-tenths.

Our instructions are to take the lowest of the two tests; except when I see that a third test is required, then we take the test of the two that agree the nearest.

I don't say that for the quartz-plate three-tenths can come off legitimately from a test of sugar without any trouble, I don't think that three-tenths would come off. I would interpret regulation 48 as meaning not more than three-tenths could come off. I am not willing to admit that three-tenths can be very easily dropped off determinations by the polariscope.

The idea is, where two tests are made, one 92 and the other 92.3, the regulations say we should take the lower. In that case I would feel perfectly safe in taking the lower, but I do not mean that we could take off three-tenths from the classification and say nothing about it.

A re-test requires a new sample. If we lost the laboratory test of the sugar it would simply mean another test.

I have seen notices occasionally, in which verifications of certain numbers were desired. They were simply little notices "please verify so and so." I think very often there was

no signature. They were some times directed to Dr. Sherer, and some times without any direction at all. I have supposed that was caused by possibly some doubt in the minds of the gentlemen of the 8th division regarding the actual test. I have seen these slips. I don't recollect seeing a signature, although I think I have too. It was ex-Assistant Appraiser Frank Hays, I think. I can't say the actual number of such requests. Some one connected with the actual work told me that there were twenty in a day. I can't recollect about that time who told me; whoever it was would speak of it as a matter of course, and without any desire to tell me. A verification means so much more work for the people who are testing.

I do not know why sugars are imported at New Haven rather than New York. The only way that I can account for it is simply that there is considerable molasses brought in on the vessel and the molasses are sent right out into consumption to the immediate store-keepers in the town, and the sugar coming in that way would partly cover it up.

I can not recollect the actual number of hogsheads landed at New Haven under the new rate in a cargo, but I don't believe it would run over 150 or 160 hogsheads on an average. It might run considerably above that. I would not like to limit it.

I had no talk with the appraiser before seeing you; I have not seen him for some time, I think since the 10th June. He has not talked to me in regard to the sugar investigation, except when you first came here, then he spoke of it. He had very little to say about it. Whatever little talking there was I presume I did it. I think that Mr. Hinds came in while we were there; he did not conduct what talking there was; there was very little of it, hardly enough to say that there was anything about it. I mentioned the fact that I had seen you, and that was all. I told him that in a general way. I was impressed with the idea that he did not take very kindly to you. He had nothing to say about my talking with you that I recollect, but I recollect that he said that his office was always open for a proper investigation. I don't know that he stated that this was an improper method of conducting an investigation. I don't know that he even intimated it. I am only giving the impression. I don't think he stated to me or gave me to understand that if you were to question me it was to be done in his presence. I don't recollect so stating to you—not in that way, at any rate.

(To Mr. MOORE:) A week or forty-eight hours after that interview with Mr. Byrne, if he had put those questions to me, I would certainly answer them, as he told me that he meant to submit a lot of questions and he showed me what authority he had.

Mr. BYRNE. Did you not inform me on the 23rd of December, '86, when I said to you, "Did you tell the appraiser that you saw me?" You answered "I did," "for I want my superior officer to know that I am being questioned, and I think the proper way in which your inquiries should be made is through the appraiser, who said he was willing to afford you every facility if you have the authority," did you say that to me?

Well, not exactly in those words; at that time I had not received your official communication.

I don't recollect the appraiser saying to me that all conversations with you should be had in his presence. I don't think he gave me so to understand. I did not know so. I don't recollect having that impression and expressing it about, when I stated that I did not wish to talk anything about frauds in the matter of sugar or in regard to the use of decolorizing materials and the treatment of sugar by the polariscope. I recollect saying that I was willing to give you all the information I could.

I do not know of any fraudulent practice at the present time in the treatment of sugar, nor within the past three years, nor within the past seven years.

I have been here since 1883. I have heard of practices in the past—that is, that they would color sugar—but that was before I came here. I never recollect ever making the remarks "that it was about time that the frauds in sugar should be cut out," "as bad as a cancer," &c. I never said that Mr. Burt was at the head of the sugar ring or connected with it, or that there was a ring, or that I had any information to lead the Government to discover that there was a sugar ring.

I know Colonel Ayers. I saw him frequently in the laboratory in conversation with Dr. Sherer. He came in quite often, and I thought nothing of it. I did not know that he was the special agent to look after sugar. I was under the impression that he had considerable to do with it. I saw nothing strange in his presence. Special agents often came in. I could not say that any of them devoted such special attention to the laboratory as Col. Ayer. I suppose Col. Ayer was there a little more than the rest, but I never paid any special attention to it. He was an officer of the Department, and I would not pay any attention to it. I don't recollect seeing him there with Mr. Burt.

I don't know that General Bierne was engaged upon the investigation of sugar. I don't know what he came into the office for; sometimes it was for one thing and sometimes another. I heard him speaking to Dr. Battershall about various chemical things. I don't recollect any particular case now. Sometimes special agents come in there and have a chat. I have seen Colonel Ayers and Dr. Sherer talking together on several occasions.

I do not recollect having seen them together outside of the building except possibly at the entrance, but never away from it. I never saw them coming in or going away together.

I do not know who drew the regulations. I think Dr. Sherer had a hand in it, and I have heard that Col. Ayer had. I do not know, nor never heard that Mr. Burt had.

I don't recollect hearing that any other sugarmen had a hand in it.

I do not know that any differences exists in the classifications of sugar between New York and Philadelphia.

I have never heard much about whether New York pays a higher or lower average duty on sugar than Philadelphia.

I saw Dr. Sherer to-day. He gave me no instructions. He did not suggest to me to demand stenographic notes. He said a day or two ago that he felt that a stenographer ought to be provided and I said at the time that I thought so too.

To Mr. MOORE:

He did not suggest to me to demand Mr. Byrne's authority.

If you had asked me any questions I would not have hesitated to answer you. I don't know what put it into my head to question Mr. Byrne's authority.

I think Dr. Sherer spoke about demanding Mr. Byrne's authority, and suggested stenographic notes. I don't know whether I spoke of it myself or not. I think I did. The reason I spoke about being put on oath was to make the thing legal all through.

I don't know that demanding the authority and stenographic notes was talked over.

I got the impression that Dr. Sherer was going to ask for a stenographer. In fact he said so, and I suppose it might be construed that he so advised every other person.

My reason for demanding the stenographic notes was that I could see if I was correctly reported.

I did not see the letter that Dr. Sherer sent to the appraiser with regard to the stenographer. I saw a letter from the appraiser to Dr. Sherer in which he said that you had come prepared to hold an investigation. It was addressed to Dr. Sherer. I think there were some sort of instructions in it.

I read the letter from the appraiser to Dr. Sherer which stated that Mr. Byrne and Special Agent Moore were to make an investigation into the importation of sugar at the port of New York. I simply read it over generally and saw what it was. I consider myself an employé directly or indirectly upon sugar matters. There was no suggestion in the letter sent by the appraiser to Dr. Sherer as to the scope of the investigation that you might make, further than to sampling, testing, and classification of sugars.

When Dr. Sherer showed me the letter he simply said it was a notice he had received. I don't recollect that he said he was going to do anything at that time; since that time he said that he was going to ask for a stenographer, or had asked for one. I think that was when the question of a stenographer first came up. I have no knowledge of matters that would be of information to the Secretary and explain to him how the service might be improved at this port so far as relates to sugar. I have thought sometimes that the regulation calling for over 25 per cent. out of the packages is not sufficient in many cases. I don't know whether it would be practicable to make a larger sample, but it seems to me that a larger sample would be better. I had always supposed the sampling of sugar was conducted in this way: A vessel arriving at the port with a cargo would have a certain number of packages under a certain mark, and it seems to me it would be better to have a larger sample than 25 per cent.; I should suppose that 100 per cent. would be better. It seems to me that a sample from each hogshead would be better.

It would be fairer to the importer and to the Government.

The sample of sugar we get, we know nothing outside of that sample. If that sample is a true one so much better for the Government and so much the better for the importer. But if it should not be a true one the Government is bound to be defrauded or the importer is bound to be defrauded.

No one had any talk with me connected with this department except Mr. Hinds, and that was when I met him in the appraiser's office, and he thought at that time that you had not the necessary authority—about the time that I saw you, about the 20th of December, I think. That was all there was about it; he simply questioned your authority. What he said before the appraiser amounted simply to his saying that he didn't think you had any authority. I think I told him I had seen your written authorization, and I think he said that he had not seen it, and the impression on my mind was that inasmuch as he had not seen it that I had better not talk with Mr. Byrne about—in other words, he might have doubted your statement. When I told him I had seen the statement of the Secretary authorizing the investigation I think he questioned it.

I have no knowledge of Mr. Byrne being shadowed by anybody connected with the appraiser's office, nor did I hear of it. This is the first I heard of it.

I have heard that you were at the custom-house and was working an investigation

there, and that you seemed to be doing a great deal of writing and going over the records. Dr. Sherer, I think, told me. It may have been that I asked him whether you were still working or had got through. I had a conversation with him relative to your work. On several occasions he talked to me about the sugar investigation.

I saw Dr. Sherer within a day or two after the day I walked down town with you, and, as I told you that day, I intimated, after you asked me to say nothing about it, that I did not propose to keep quiet, and I told the appraiser, and I think he saw Dr. Sherer, and to the best of my recollection there was nothing said about it for some time; but even to this day I have never told them everything; I did not question the wisdom, but I gave my word to Mr. Byrne that I would not. After the appraiser mentioned the matter I thought there was no reason for my reticence; the subject has been mentioned several times between us.

I have no statement that I wish to make, only this, that at the beginning of this investigation I had no intention of being discourteous to any person.

I saw a letter bearing upon the matter of employes engaged in the sampling and testing and classification of sugars at the appraiser's store, in the hands of Dr. Sherer.

I know Mr. Flowers. I think that he ranks as a sampler. He is employed in doing the clerk work at the laboratory. I believe that a Mr. Bowne is a superintendent of samplers. I don't know Seymour. I know J. F. Davis, his duties are examiner; he is engaged on opiums. I don't think he has any connection with sugars since 1883. I think I heard him say he was a sampler several years ago. That is J. F. Davis.

While I am not at the present time engaged on sugar, I have been in the past, and likely to be at any time.

It is a recognized fact in the laboratory here that the polariscopic tests at Boston have been higher than at this port. I think there is an impression here that Mr. Leary reads his polariscope too high at times on his comparative tests.

I think it is attributed more to incompetency than to fraud. I have taken the same sample of sugar, and in the percentage of water there ought to be a closer agreement than there is.

I think that the impression prevails that New York is right and Boston is wrong as regards the use of the polariscope.

I know Jas. G. Dale; he belongs to the eighth division; he is in the habit of loaning money; my impression about his rates of interest is that he is not over modest; I could not say the amount he charges is bonus or interest.

I don't know whether Dr. Baker read the polariscope in the laboratory. I don't think he ever stated that the polariscope is wrong; that he read it different from what it was set. I think he has read a quartz plate, but what his reading was I don't know.

WM. D. CRUMBIE.

Sworn and subscribed to before me this 7th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

Witness to above.

H. A. MOORE,
Special Agent.

WM. D. CRUMBIE, an employe of the U. S. laboratory, again called before me on this 7th day of July, A. D. 1887, makes the following statement:

That on leaving the examination room when I first appeared before you, and upon my return to the laboratory, Dr. Sherer, the chief chemist, asked me if I had been sworn, and when I replied in the affirmative, he laughed, and I told him and Capt. Flowers, who was present, that I could say nothing on the subject, as I was under oath.

WM. D. CRUMBIE.

Sworn and subscribed to before me this 7th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

Witness to the above.

H. A. MOORE,
Special Agent.

EXHIBIT 121.

JULY 18, 1887.

ERNEST J. CHAPMAN, messenger to the laboratory, under oath declares as follows:

I originally entered the service at the Varick-street laboratory, on or about August, 1880, as office boy to Dr. Sherer, chemist in charge. About Nov., 1883, I was appointed messenger to the present laboratory at a compensation of \$840 per annum.

I was removed in July, 1885, by Appraiser McMullen, so far as I know for political reasons. I was reappointed messenger in October, 1885, at same salary—\$840 per annum, and this position I hold to-day.

My assignment is to assist Dr. Baker, who has immediate charge of the classification of analines, wools, dye-stuffs, etc.

I am 22 years of age. I have picked up my knowledge of chemistry in the U. S. laboratory.

I sometimes take the place of a polariscopist who may be absent, and under direction of Dr. Sherer I test sugars; he or Examiner Abbott supervises my work.

The last time I tested sugars for any continuous period was during the absence of Examiner Morse for two weeks and thereabouts; this was during the present month (July, 1887), when Mr. Examiner Morse was absent on his vacation. At odd times I am called by Dr. Sherer to take the place of any absentee in the sugar laboratory.

I do not know how to adjust a polariscope. I do not know how to use a quartz plate. The polariscope that I use is always adjusted for me by the chemist in charge.

I weigh and otherwise prepare sugar solutions. When I am not employed in the sugar laboratory I am engaged on Dr. Baker's work.

Sometimes, in the absence of Capt. Flower's clerk of the laboratory, I make out sugar certificates of polarizations. I have carried these certificates to the sugar-room.

When I am testing sugars I always work in duplicate—with another polariscopist.

Dr. Sherer or Examiner Abbott invariably verify my readings when they do not correspond within three-tenths of one degree of the reading of the duplicate.

The rule of the laboratory is that if one reading showed 89.9 and the duplicate read 90.1, then, in my opinion, the 89.9 would be accepted as the test for classification as per regulation, because the variance did not exceed (3) three-tenths.

I know that requests for "re-tests" and "verifications" are often sent to the laboratory.

I do not know Mr. Dreyfous by name; neither do I know that he is a sugar broker. I never saw Broker Burt in the laboratory; I do not know what sugar firm or refinery he represents; I have seen the man I think is Broker Burt in the appraiser's store, but when I can not remember. I have seen Spl. Agent Ayer often talking with Dr. Sherer when he was stationed here in New York.

I know Mr. James Dale, employé 8th div.; he brings sugar samples and *requests* for *re-tests* to the laboratory from the sugar-room. I have heard from my associates in the laboratory that Mr. Dale loans money to the employés; I never heard that he charged any specific rate of interest; I have heard of his taking compensation for making loans; I have heard that he has, in some instances, taken pretty stiff rates.

I think, in one instance, Dr. Sherer told me that Dale had got from him a pretty stiff rate; I could not say that no one else had informed me to the same effect.

I have carried word or messages to 122 Front street, Sherer Bros'. laboratory, from Dr. Sherer; I could not tell the word or messages I took; I can not swear that I was or was not at the laboratory of Sherer Bros., 122 Front street, this city, inside of two years.

I know that William Risney was at one time employed at the laboratory of Sherer Bros.

I never heard that Dr. Sherer was at any time making a bronze powder.

I knew that Dr. Sherer was Turkish consul, and as far as I know he is at the present time. I do not remember seeing any Turks call upon Dr. Sherer at the laboratory since last winter, but prior to that time, at long intervals, one or two did call upon him.

As a general rule, certificates of tests of sugars made are sent to the sugar-room on the *same day*; otherwise they would be sent in the first thing the next morning.

I sometimes make deposits for Dr. Sherer at the People's Bank, corner Canal and Thompson streets, this city. When requests for re-tests are sent to the laboratory they are written on slips; *i. e.*, "Please verify the following, 3541, 3442, 3543, etc., etc.," these being the numbers on the samples tested that day or a few days before. Sometimes these requests have been signed by Examiner Remsen. I do not remember whether all the requests are signed.

ERNEST J. CHAPMAN.

Sworn and subscribed before me this 18th day July, 1887.

T. AUBREY BYRNE,
Spl. Treasury Officer.

EXHIBIT 124.

NEW YORK, *July 13, 1887.*

HENRY J. ABBOTT, sugar chemist in laboratory, states as follows:

In 1878 I was aware of irregularities in the matter of colored sugars, and was employed by the Government to help prevent and detect the same. Since the polariscope has been in use by me, which has been for five years previous to the law authorizing its use, I used it to detect the strength of sugars which had been colored down to evade Dutch standard classification. I am not a graduated chemist, but have been taught the use of the polariscope by a chemist.

In case a sample tested 96.1 and then again tested 96.6 a re-test would be necessary, and supposing the re-test now necessary should be 96.4, then the test 96.4 would be taken. The rule of the laboratory is duplicate tests required by regulation, and more tests are made in cases of disagreement.

We use the three-tenth latitude by regulation par. 35 in reporting our tests. Sometimes tests read over, repeat themselves thus, 89.1, 89.1, but I would not swear by that one-tenth. They very often repeat themselves as 88.2, 88.2, but the variance in reading between the first and second reading would be more often three-tenths up or down.

This relates to the reading of tests and re-tests, and applies to low-grade sugars particularly. The reason of this is that these low-grade sugars mixed for the tube have a peculiar color, which influences the solution. We have no method of removing that color, hence tests vary sometimes in the reading from 3 to 5 tenths of a degree. Centrifugal sugars tested do not vary more than from 1 to 2 tenths, so that one-tenth or two-tenths of a degree, when reading a solution of centrifugal sugar, is an important factor in determining the rate of duty to be assessed. I will not swear by one-tenth as to accuracy. The color of the solution, to my eye, should be an orange-green, in order to read my polariscope most accurately. A dark yellow color of solution is hard to read. All chemists have different colors which suits their eye best to read by. I am in charge of the laboratory when Dr. Sherer is not there, which occasionally occurs. Employés of the 8th division who visit the laboratory are Examiner Remsen, Messenger Dale, Examiner Bowne, and the laborers in the sugar-room who bring the samples up. Mr. Dale usually brings the requests for re-tests, and sometimes the samplers and examiners visit the laboratory.

I do not know of a case where any outsider has visited any one in the laboratory. Mr. Frankenstein does not and has not been in the laboratory in two years to my knowledge. There have been a few cases where men of Turkish nationality have called to see Dr. Sherer at the laboratory. Dr. Sherer used to be Turkish consul, but I do not know whether he is at present. I have seen Mr. Jas. Burt, sugar broker, in the laboratory with Spl. Agt. Ayer some time ago, but do not recollect seeing him since. I know that the sugar regulations were drawn up by Spl. Agt. Ayer, assisted by Dr. Sherer, and I also assisted. I have no doubt but that Mr. Jas. Burt had something to say to Spl. Agt. Ayer about the drawing up of the regulations. I have heard them in conversation about them. Mr. Burt liked to have his oar in, and I think he always does have more or less to say about sugar matters, when he can. I found him upon one occasion some time ago, when the laboratory was located on Hudson street, perusing surreptitiously in the laboratory my official letter-book, at the time I was working on colored sugars in which he was interested. While I am not exactly prepared to say he read anything in it, it was where he could, and not in the place where I left it the night before, thereupon we had some very sharp words.

I have seen Mr. Burt and Dr. Sherer occasionally in conversation in the hallways of the building. In my judgment probably 10 per cent. of the samples that come to the laboratory are verifications of tests already made. These requests for verification come from Examiner Remsen, but would not be made by him unless requested to do so by the sugar importers or their brokers. I do not know what the percentage of work is arising from re-tests, as they come to the laboratory as original samples, but we sometimes think we recognize the sugar that we have passed on but an hour or two before, and a common remark in the laboratory in such cases is, "I suppose this is some of Burt's sugar," as we all understand that he is never satisfied, and makes determined effort to get as low test as possible. I have occasionally visited the sugar-room, and I think it would be a good plan to have the sample cans washed and dried in a separate room, free from moisture.

I bought my Scheibler polariscope in 1879. At that time I tested it with C. P. sugar, and found its scale to be correct from 50 to 100. I daily read my quartz plate in my instrument, to see that nothing has thrown the same out of adjustment and to test the accuracy of my eye.

We have in our laboratory two quartz-plates marked 96 and 99½. My instrument to-

day is four-tenths low to my eye, so that I add four-tenths to every reading of a test to-day. One of these quartz-plates (the 99½) was tested by Dr. Gideon E. Moore, by means unknown to me, and the correctness of its value certified to by him, as I have heard, although I have never seen the certificate. I understood Dr. Sherer to say that he had the certificate. I have never seen any mark which indicated the value of this quartz-plate, except on a piece of paper pasted on the tube, written by some one in the laboratory, or perhaps by Dr. Sherer himself. The reason of my instrument being four-tenths low to-day was because some one had evidently tampered with it after I left the office yesterday.

Mr. Cole and Mr. Smiley, messengers in the laboratory, do the breaking up of the samples and mixing them before they go to the scales. Each reader of a polariscope, except Mr. Morse, reads his own polariscope. The latter is unable to do so, presumably from defective eyesight.

H. J. ABBOTT.

Sworn and subscribed to before me this 13 day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

NEW YORK, July 26, 1887.

H. J. ABBOTT, sugar examiner and polariscopist, further states as follows:

I think that after my examination before you I remarked to Dr. Sherer or somebody else that I did not like the idea of the answers being taken down without the questions, and that I considered it an unfair way of doing. I was dissatisfied with myself for signing my evidence without the questions.

At this examination I have heard Mr. Byrne state that it was by the direction of the Hon. Secretary of the Treasury that the questions were not to be incorporated in the testimony; but I only have Mr. Byrne's statement for the fact, and I still think that the questions should be incorporated with the answers, as I do not consider it a fair way of doing.

I consider that I have been courteously treated by you gentlemen.

H. J. ABBOTT.

Sworn to and subscribed before me this 26th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 125.

STEPHEN W. BASSETT, stenographer to appraiser, states as follows:

I am stenographer to the appraiser. I have read the Secretary's orders under date of July 1st, addressed "to any officer or employé at the appraiser's store, New York."

I have subscribed to the oath.

I recognize the orders of the Secretary; but Mr. McMullen is my chief, and I am also responsible to him.

I don't know whether I will answer that question just now at all (to observe silence); I have already said that the letter of the Secretary there is binding, and that I understood that part of it, and appreciate it. Of course I say that I am not going to do anything that is against the orders of the Secretary.

If the appraiser should ask me anything in regard to this examination I think I would tell him. I want to state that the appraiser would never ask any such questions; the appraiser does not go round asking questions of what has occurred or anything of that kind.

Of course I would not keep anything from the appraiser.

I want to state that after reading the Secretary's letter again, that I simply wish to state that I shall be governed by that letter, that is all.

I write the letters of the appraiser. The appraiser dictates a great many letters. I decline to answer whether or not he invariably dictates his own letters.

The three letters bearing date 15th July were dictated to me by the appraiser, and addressed to Mr. T. Aubrey Byrne. There are letters sometimes dictated by Special Agent Hindes for the appraiser's signature. Where there are things of that kind done, it is done by direction of the appraiser, and he directs what shall be said; he directs Mr. Hindes what to say.

Now and then there is a letter written by Mr. Hinds where the appraiser has a thousand other things to do; the letter is written as he directed, then it is signed. I don't remember whether any letters have been returned to me disapproved by the appraiser. I refer to such letters as were dictated by Special Agent Hinds. I can not say who dictated the letter addressed to you (Mr. Byrne) under date of June 27th, but I think the appraiser dictated that letter. In everything pertaining to this examination I think the appraiser has dictated the letters, so far as those I have written. Special Agent Hinds has never been present when any letters addressed to you by the appraiser have been taken by me stenographically.

I take orders from no man except the appraiser. I have written letters from Mr. Hinds' dictation.

I do know Col. James Burt when I see him. I have heard that he is a sugar-broker. I have seen him in the appraiser's office. I have seen Col. Burt probably two or three times. Probably I have seen Mr. Burt sitting at the desk with the appraiser. I have never written a letter dictated jointly by the appraiser and Mr. Burt. I am sorry to say I was stenographer to Appraiser Ketchum. I am sorry that I ever knew him, or ever saw him.

My relations with the appraiser are official, and everything that the appraiser does is done (*) openly and overboard, so that there is no necessity for having any relations of a confidential or secret character.

I want to say that the Secretary's orders or request shall be strictly obeyed; at the same time Mr. McMullen is my chief and that I know Mr. McMullen would not come to me and ask me what has occurred in this room or what I testified. If he does come, then I will let you know.

There is no intention on my part, and I have no desire to violate the Secretary's orders.

The change made in the last line of page three is made at my request. [The word "done," marked with (*) was originally "dictated."—Printer.]

S. W. BASSETT.

Sworn and subscribed before me this 20th day of July, 1887.

T. AUBREY BYRNE,
Spl. Treasury Officer.

Stenographer BASSETT came deliberately into the examination-room without knocking, and pending the examination of Examiner Remsen and Jacobs, and in the presence of those gentlemen, Special Agent H. A. Moore, Clerk Ormiston, Stenographer Kerr, and myself, and in a loud, discourteous, and ungentlemanly manner made the following statement, without any preliminary remark or request that he would like to disturb the investigation momentarily:

"I want you to change that statement that I made and put in the questions as you made them, and my replies, as the way you have it is not a fair statement."

I asked him to make his statement so that the stenographer could take it, and he said "that was all there was." Special Agent Moore then said, "Mr. Bassett, this is hardly a fair way to present your statement to the Commission." To which he replied to this effect, "that he did not propose to be bulldozed."

He was told that his remarks would be presented to the Secretary of the Treasury, and he said that he did not care, or words to that effect.

T. AUBREY BYRNE,
Spl. Treasury Officer.

The above is a true statement.

H. A. MOORE,
Special Agent.
H. W. KERR,
Stenographer.
ROBERT MCGREGOR ORMISTON.
A. G. REMSEN,
Sugar Examiner.

Mr. William C. Jacobs refuses to sign.

U. S. APPRAISER'S STORE,
New York, July 22, 1887.

EXHIBIT 126.

NEW YORK, *July 12, 1887.*

GEORGE M. ANDERSON, opener and packer, detailed as clerk, states as follows:

My especial duties are to receive the sugar invoices from the invoice bureau before classification has been made. I enter them on my invoice book as follows: Name of importer, vessel, invoice No., entry No. When I enter upon the sampler's slip the name of importer, name of vessel, number of packages, kind of sugar, dock where vessel is, and marks and numbers, which go to the sugar-room.

As soon as classification has been made, the invoices are returned to me to be sent to the invoice bureau, whereupon I make the proper records in my book.

Sometimes Mr. Johnson and Mr. Trainer have come to me to obtain from my books information as to invoices at the request of the sugar brokers. Mr. Trainer and Mr. Johnson, usually came to me when inquiries were to be made for Mr. Burt's invoices. There were less inquiries made of me for information as to Mr. Burt's invoices from the fact that his work is pretty well kept up by Mr. Trainer and Mr. Johnson. Mr. Dreyfoos usually obtains his information through them also. Information for Mr. Burt, relative to importations of sugar, memorandums, classification, etc., are left in the invoice blotter for Mr. Burt's inspection. Mr. Burt visits the division nearly every day. Information for other brokers such as tests, classifications, etc., are sometimes laid on Mr. Trainer's desk for the information of other brokers.

Occasionally I have heard Mr. Burt and Examiner Bowne wrangling in a loud tone of voice about their tests when Mr. Hay was ass't appraiser. I have understood that Mr. Dale loaned money to an employé. Classification can not be posted at the close of business each day. By the rule of the appraiser, invoices can not remain in a division longer than 7 days, except by returning the number of the invoice to the invoice bureau. Brokers desiring to hold back their invoices attach thereto written request for re-test or re-sample. This detains them.

GEO. M. ANDERSON.

Sworn to and subscribed before me this 11 day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 127.

PHILO COLE, messenger in the laboratory, states as follows:

I was appointed as a damage examiner in 1877; discontinued about 1880; in 1883 as messenger in the 5th division. I was removed in July, 1885, and re-appointed as messenger in July, 1885.

Since my last appointment I have been employed all the time mixing sugars for tests in the laboratory. My duty consists of cleansing the tubes containing sugar solutions for tests, as also mixing the sugars for the weighers as they come in. I think that I have heard them say in the laboratory that that man (pointing him out) was Col. Burt. I have very seldom seen him there. I have been told that he represented Have-myer and Elder. When the sugar samples come up from the laboratory they come in tin sample boxes, the serial number of the sample is pasted on the side of the can, the contents are dumped upon the table, from this into a mortar and carefully ground up, reducing the lumps to grains. Sometimes we find particles of wood and gravel and coal and pieces of ravelings. These are always carefully removed so that the sugar is in a clean state, as clean as eye and careful manipulation can make it.

Sometimes the lumps are dry and hard, and sometimes the lumps are moist. Sometimes the sugar comes very wet; it sometimes comes very soddy, heavy, and particularly moist; sometimes it has the appearance of being very footy. I will not say that these very moist sugar samples have been made so, but still they would have the appearance. I have never reported the fact of the sugar being particularly moist. Dr. Sherer, chief of the laboratory, superintends my work. I take all orders from him. When Dr. Sherer is not in the laboratory Examiner Abbott is in charge. Dr. Sherer is occasionally away from the laboratory.

This particularly moist sugar always necessarily entails a very low test.

As I have been a damage examiner these sugars that are brought up to me are not damaged sugars. If I had realized that they were damaged sugars I would have immediately reported that fact.

I have frequently seen samples returned to the laboratory for re-tests, the identity of which I have felt perfectly satisfied of, and Mr. Smiley and myself would often remark that "this is the sugar that we had a little while ago." They sent them back twice.

I may have heard the remark made that when sugars have been sent up often for re-tests, and the work has come in late in the afternoon when we were about to close our day's work, that these sugar samples are some of "Burt's sugars."

Sampler Ball does not test the damaged sugars, and prepares the same.

Damaged sugars are brought into the laboratory in papers by John Sherer, damage examiner, and put one side; then Sampler Ball mixes and tests them, and when Ball is away I think same have been tested by Mr. Crumbie.

I have heard that there was a firm called Sherer Brothers in this city. I have heard that they were chemists. I never visited their laboratory. I have seen foreigners visit the sugar laboratory and call upon Dr. Sherer.

Sometimes I have taken invoices from the laboratory to Mr. Remsen. I know the difference between a certificate of polarization and an invoice, and am familiar enough with customs business to know an invoice when I see it. Sometimes, six times a month, I have carried invoices from the laboratory. This invoice which you hand me is similar to those that are carried by me from the laboratory to the sugar-room, though they are always folded up and I don't see the inside; still, from my knowledge of customs matters, I know that they are invoices. I can't state positively whether the papers that I have carried to the sugar-room were invoices or certificates of polarization.

I know Mr. Dale, of the 8th division. I have heard something or other about Mr. Dale and money transactions.

Philo. Cole was born 1808 or 1816—"don't know which."

PHILO. COLE.

Sworn and subscribed to before me this 19th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

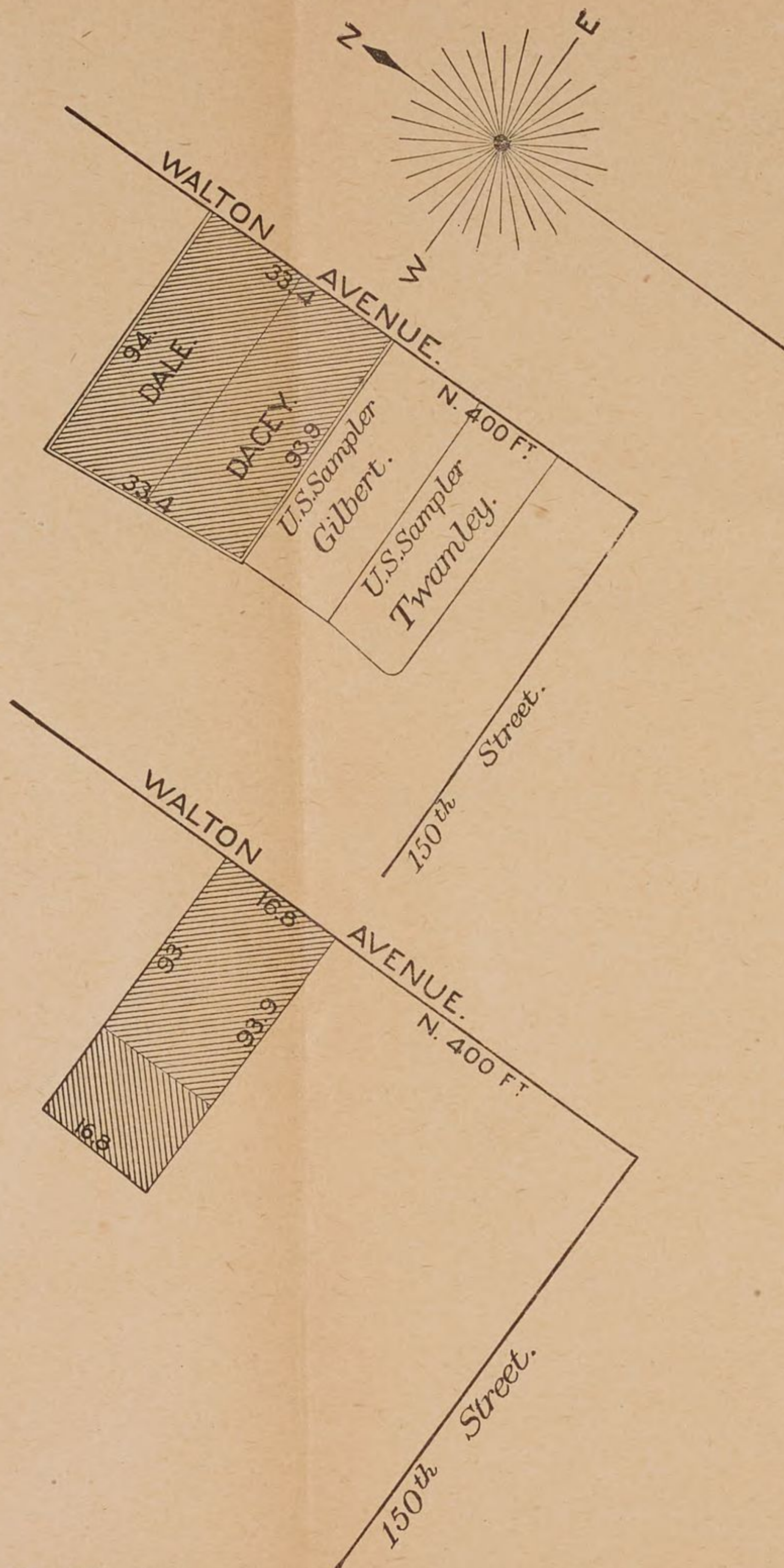
EXHIBIT 128.

NEW YORK, July 11, 1887.

JAS. S. DALE, opener and packer in the 8th division, states as follows:

I have been employed in the 8th division in one capacity and another for the past 13 years, the principal part of that time being connected with sugar work. I have no knowledge whatever of any irregular practices in the importation or treatment of sugars for duty. I sometimes carry the samples of sugar for test from the sugar-room to the laboratory, but I have never carried any message from a sugar broker to the chief chemist in the laboratory. I know of no employé at the appraiser's store who has had or at the present time has any interest whatever in the residue of sugar from the sugar samples, and I have never had interest in the same. I have never received a dollar from any one for any sugar that may have left the appraiser's store, directly or indirectly. It is my general duty to take charge of the refuse sugar samples, which I generally do before 9 o'clock in the morning and after 4 o'clock in the afternoon, as I have not time to attend to them between office hours, my duties consisting of looking after the store goods, such as confectionery, glucose, etc., and in assisting in the making up of samples for the laboratory with the other employés of the division who are under Examiner Remsen, as, for instance, the examiners and samplers on the city district No. 1, when not otherwise employed.

Thos. D. Tate and Robt. Cunningham are the only ones who are steadily engaged in the sugar-room in making up samples for the laboratory. Thos. D. Johnson keeps the test-book and performs other clerical work in the sugar-room. I generally deliver the samples in the laboratory to Mr. Philo Cole or Jas. Smiley, employés in the laboratory. I have never informed any employé of the laboratory whose samples I was delivering and never was asked. Some of the employés connected with sugar matters asked me if I refused to take the oath of secrecy. I informed them that I refused to take the oath. I know Barney Philips, but I have not seen him within a year. I have had no conversation with Sugar Broker Jas. Burt relative to this investigation. My official duties keep me always actively employed during office hours. When I desire to absent myself from the division I invariably ask permission of the appraiser, and get it. For the past two years I have been absent but one day. I don't think I have been absent any portions of a day for the past 18 months. I have loaned money to the employés of the appraiser's store. I charge no interest or bonus. I have seldom received any compensation for making loans. In some cases where I have been put to the trouble of getting the money from a friend who had money in bank I have charged equivalent to the interest for the accommodation. I may have taken some interest from some of my brother



Deed, August 7, 1886. Henry L. Morris to Anna T. Dale, wife of James S. Dale; con., \$3,200. Recorded Aug. 14, 1886.

Deed, September—, 1886. Anna T. Dale, wife of James S. Dale, to Jane M. Ducey; con., \$7,000. Recorded September 1, 1886. Mortgage, \$4,000.

officers, but I am not sure. I have no other source of income outside of my salary, which is \$3.00 per diem.

I have lived carefully and within my income, and whatever my accumulations may be they have been derived through my salary. Appraiser McMullen has signed checks brought to him by me, belonging to other employes of the appraiser's store. I have no connection with business affairs outside of my duties as an employe of the Government. I am well enough acquainted at the sub-treasury to get employes' checks cashed for them. I own no real estate. I have bought no real estate since I have been in the service, and have bought none for any other person. I have sold no real estate to any officer or employe of the Government. I reside at 635 Walton ave., N. Y. City. I never sold a piece of property to Mr. Jas. Doucey, superintendent of openers and packers. My wife owns some property on Walton ave. She sold a piece of property to Mr. Doucey, and also a piece to Mr. Peter Twamley, a sampler, also another to Mr. Geo. K. Gilbert, a sampler. I do not know that she has sold any to any other employes of the Government. My wife has acquired during the last two years seven building lots on Walton ave., New York City. My wife built four houses on four of the lots. The total value of the property might be considered at a fair estimate to be valued at about \$25,000. My wife has been engaged in no business since I have been an employe of the Government. There is no particular difference in the value of the four houses. I have built houses in former times, but failed in business in 1873 or 1874.

I did not assume any active direction in their erection—my wife and a friend, who was a builder, directed their construction. I never visit the location during business hours. In regard to the complaint of Verrinder & Callahan, that they were not receiving all the sugar samples that they were entitled to, I have to say that I reported to the asst. appraiser that they had received all they were entitled to. I have never seen Mr. Jas. Burt, sugar broker, in the sugar-room, neither do I recollect of seeing Mr. Dreyfoos there. I have no knowledge of any changing of sample packages of sugar at the Matherson & Weigher Sugar Refinery Works, Jersey City, neither do I recollect of making a statement to any one that I had such knowledge.

I know of no irregularities whereby tests are lowered, but I am of the opinion that the tests can be lowered by sampling in wet weather or moist days, or by the use of water on triers or the taking of the sample from low-grade sugar, and other causes. And I am of the opinion, from nine or ten years experience in the sugar-room, that the interests of the revenue would be better protected by washing the tin cans in which samples are placed for transmittal to the laboratory in an entirely separate room from the sugar-room in which the samples are mixed and prepared for the chemist, and for the following reasons: That the moisture and dampness arising from the hot water used in washing the cans influences and moistens the atmosphere of the room, which moisture would naturally be absorbed by the sugars, as nothing to my mind takes up moisture as quick as sugar, which is a well-recognized fact, and thus lowering the test for classification. Another advantage would be, that it would relieve the opportunity of any dishonest person to manipulate samples with water, if the cans were washed in another room.

Either Mr. Trainer or Mr. Johnson, clerks in the 8th division, receive applications from sugar importers and brokers for re-tests. I think I have known cases where two re-tests have been made of sugar samples.

J. S. DALE.

Sworn and subscribed to before me this 11th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 129.

NEW YORK, July 25, 1887.

ROBERT CUNNINGHAM, opener and packer, detailed in sugar-room to wash cans:

About 18 months to two years ago Broker Burt, with Asst. Appr. Hay, Mr. Dale, and I think Dr. Sherer, were in the sugar-room examining a sugar-crushing machine. This machine, I think, was approved by Special Agent Ayer. Mr. Hay said it was a nice piece of machinery. Broker Burt strongly disapproved of it. It has not since been used. The machine is now in the sugar-room.

Sometimes I carry notes to Dr. Sherer from the sugar-room. These notes ask for a re-test of a certain serial number. If Dr. Sherer is not there I give them to Mr. Abbott. I often hear a remark in the sugar-room like the following: "The Colonel (meaning Broker Burt) has come. Anything for the Colonel?"

ROBERT CUNNINGHAM.

Sworn and subscribed before me this 25th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 130.

NEW YORK, July 25, 1887.

ISAAC W. COLE, sampler, 8th division, states as follows:

I was originally appointed opener and packer in 1884; dismissed by Appr. McMullen without charges in 1885; passed civil-service examination and on eligible list; appointed sampler in June, 1885. While I was originally opener and packer, I was detailed as clerk in invoice bureau.

I know of no irregularities in the sampling, testing, or appraisement of sugars than occasionally arises from the fact that the sample packages are not always properly laid out mark by mark, and thereby endangering the collection of the proper duty. I heard of one case where the examiner, Mr. Bowne, called our attention to some samples that he considered too wet. I have been warned with other samplers not to use a wet sponge.

Merchant samplers are in advance of us in drawing their samples. When sent to draw re-samples, I have sometimes found the packages melted up. I have sometimes found various grades of sugars, mixed in a certain mark, and if we were not alert, the Government revenue would be defrauded.

The outside men, meaning the examiners and samplers, take their orders from Examiner Bowne, as a general thing.

We are sometimes compelled to use a lantern in the refineries in order to distinguish the sample packages, their marks, and to ascertain whether they have been stencilled. Ilsilo, Cebu, and Manila sugars are rarely laid out mark by mark, thus imperilling the interests of the Government as far as revenue is concerned, unless we are careful in our sampling. I have sometimes drawn No. 1 sugar from an Ilsilo cargo, which was laid out as No. 3 sample; this I have often seen. We samplers are compelled to carefully watch the quality of this kind of sugar when we draw samples, in order that the Government may obtain its proper revenue.

I have heard it stated that Ilsilo sugars have been permitted to be discharged, no marks indicated, and yet the weigher enters upon his return weights for marks, explanatory information being probably obtained from the importer.

ISAAC W. COLE.

Sworn and subscribed to before me this 25 day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 131.

PATRICK H. DOONAN, messenger in laboratory, under oath, states:

I carry the sugar reports from the laboratory to the sugar-room.

I have sometimes carried messages from Captain Flowers to Mr. Remsen, to prepare certain sugar for comparative tests.

I have sometimes carried up, at the request of Clerk Johnston, who keeps the test-book in the sugar-room, requests for re-test like this sample which you show me, but they are folded up in note fashion. Mr. Johnston asks me to hand them to Dr. Sherer; about a half a dozen times this occurred. Sometimes I carry little memorandum notes from the laboratory to the sugar-room.

I used to see Broker Burt coming up and down stairs in the building; I have seen him very often; so often that it was an occurrence that did not impress itself upon me, looking after the interests of the firms that he represents and getting his sugar passed, &c.

I have met Mr. Remsen going up into the laboratory very often.

* * * * *

The first time I saw Dr. Sherer in his office after making the above statement he asked me how I came out in the examination, and if I was very much disfigured.

PATRICK H. DOONAN.

Sworn to and subscribed before me this 25th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 132.

NEW YORK, *July 26, 1887.*

NICHOLAS I. FLOCKEN, sampler, 8th division, states as follows:

I was originally appointed opener and packer in 1885, and made sampler in May, '86.

I use a damp sponge to clean my trier, although I am furnished with crocus cloth to clean the same. I mean by a damp sponge that which water can not be wrung from it. I do not use a sopping wet sponge. I do not use a sponge out of which water would run upon the floor if squeezed on my trier. My attention was called by Examiner Bowne, when I was first made sampler, to certain sugar samples which had the appearance of too much water being used in drawing them. He informed us that it was irregular, and that the men were liable to be discharged upon the district upon which it occurred.

On the day in last November when you were upon the dock watching the sampling of sugars at the Havemeyer & Elder refinery I do not remember that I used a sopping wet sponge. I remember of sampling a row of hogsheads that day in your presence. I did not know on that day that you were a Government officer. No one ever positively instructed me to use hot water in the sponge. I remember being accompanied by you to the Brooklyn refinery. Broker Dreyfoos may have also been present, but I do not remember it. I do not remember of any conversation with him that day while sampling. Broker Dreyfoos or his sampler are sometimes about when sugars represented by them are being sampled.

In sampling mat packages I always try to get the sample from the centre. I never heard of the finding of fraudulent stencil-plates. I have always found sugar samples properly laid out mark by mark; I have always found Iloilo, Cebu, and Manila sugars mark by mark. I have found occasionally in mat samples one or two samples of high or low grade sugars which did not belong in the file where they were, and consequently were not taken by me as a sample. I have been ordered by the examiners to go through the cargo and see whether the sugar of a certain mark in the cargo corresponded with the sugar representing that mark in the sample pile. I have never found any difference. Almost daily we have to sample in the dark in the warehouses, necessitating the use of a lantern. I have been on the refinery district but once or twice since I was appointed in May, '86, always being detailed elsewhere. I have known occasions where the weigher did not lay out the full complement of samples.

I have never in my experience seen the merchant samplers, except in the case of hogsheads, draw their samples before we do, but it is almost invariably that they draw their samples from hogsheads ahead of the U. S. samplers. I do not remember ever seeing bag samples which had been sampled by merchant samplers before us, and mats never. We always make up samples in tin boxes, and do not remember of ever putting any up in paper. I know Jno. Hetherington, the sampler for Broker Dreyfoos. He generally informs us when his cargoes are ready. I have worked on other cargoes while he was working on the dock or in the store. I have talked with him on all subjects of conversation other than sugar matters. I should judge Mr. Hetherington to be a communicative sort of person. I have been in the sampling office at the refinery, when permission has been received by telephone from the 8th division to melt up certain re-sample sugars asked for by the refinery people. I have never gone to draw samples from re-sample packages and found them melted up. It is with greater difficulty samples are drawn from hogsheads tiered two high than if only placed one tier high.

N. J. FLOCKEN.

I have signed each page of my evidence simply to make it certain that it is what I testify to.

N. J. FLOCKEN.

Sworn to and subscribed before me this 26 day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 133.

NEW YORK, *July 12, 1887.*

ARCHIBALD B. FREEBORN, sampler, 8th division, states as follows:

I entered the sugar division as sampler about 1877, and have been in it nearly ever since.

I do not know of any irregularities in the importations of sugar relating to the sampling, testing, and classification of the same. I always draw my samples of sugar according to the regulations. I do use a wet sponge. A sampler could lower the test of a sample by using too much water on his trier. Tests of samples can also be lowered by drawing the sample from the footy portions of the packages; also by drawing low grade or moist, sweaty portions of bags. I have heard it spoken of once or twice that water was carelessly used in drawing samples. I do not know of any sampler that has been reprimanded for using too much water.

I remember an instance at the Havemeyer & Elder refinery where I called the attention of the examiner to the appearance of moisture in the sample hogsheads, and showed to Asst. Appraiser Hay samples of about 20 hogsheads indicating moisture.

I do not know what action he took. A similar case transpired at Robinson's stores a couple of years ago, when I called the attention of Examiner W. D. Davis to the matter. What action he took in the matter I do not know. Sample bags are always laid out mark by mark, except where marks can not be distinguished, when special orders are given. In the case of hogsheads no attention is paid to the separation of hogsheads mark by mark. I have heard of some instances where sample packages were not stencilled up by the weigher, but stencilled in the warehouse after the sugar was stored by some parties unknown. All samplers carry keys to the wooden chest containing samples.

As a rule sample cans are provided for the samples; when not available paper is used. Merchants' samples have been taken from sample packages before the U. S. samplers had taken theirs. Mr. Dreyfous is generally on the dock when his sugar samples are being taken at any of the refineries. Mr. Dreyfous's man, John Hetherington, draws his samples immediately after us. He has drawn samples before the U. S. samplers have drawn theirs, and has at times drawn them at the same time. Jim Vale, Burt's sampler, draws his samples before we get there. The heavy months for samplers' work are April, May, and June, when more than one-half of the yearly importations arrive. General samples are drawn from the cargo when a doubt arises as to the accuracy of the U. S. sample packages. This occurs about once a month. I have refused to sample packages where they were not properly laid out mark by mark. It is impossible on district No. 2 for one examiner to personally supervise the sampling in busy seasons.

We do not use the red plugs. I think they were discontinued under orders from Special Agent Ayer. At the Havemeyer & Elder refinery, which is in district No. 2, the sample packages are at times trucked way into the refining house where steam-pipes are in close proximity, and where the U. S. sample packages should not be placed, and sometimes from 24 to 28 hours elapse before the samples are drawn, thus giving opportunity for the moisture to penetrate the sugars and lower the test. When the U. S. samplers visit this refinery to take their samples we always find that some one other than a Government sampler has preceded us and taken samples from the packages, which is clearly in violation of the regulations.

It is a recognized fact that the samplers are compelled to work harder and longer than on any other district, and this particularly relates to the Havemeyer & Elder refinery, of which Mr. Jas. Burt is the representative at the appraiser's store.

We would not be called upon by our examiners to commence sampling a cargo on any other district after 3.30 o'clock p. m., while we have been called upon as late as 4.30 p. m. to begin sampling a new cargo for Havemeyer & Elder.

The inspectors, whose duty it is in discharging a cargo to see that it is unloaded properly and laid out mark by mark, and also to designate the place where the sample and re-sample packages shall be laid, do not perform this duty, thereby causing great inconvenience and delay in the sampling of the sugars.

We sometimes find amongst the sample packages damaged sugars, and if samples are drawn from these damaged packages the tests of the sample would be lowered for duty.

Generally one "trier" full of sugar drawn from a sample package will fill a sample can, if sugar be free centrifugals, but invariably we have to draw three or more, and what does not go in the can is spilled upon the ground.

The locks on the sample closets on the docks have been changed several times, for the reason, as I understand, that irresponsible and improper persons had keys to the closets. The present sampling regulations are good enough if they were carried out. Our tries have very little chance to get rusty, from the fact of their constant use. The practice of tiering up hogsheads two tiers high for the accommodation of the refiners should be by all means discontinued, as it is contrary to regulations and samples can not be fairly drawn.

I am often asked by the refinery employes to call up the examiner at the appraiser's store and ascertain if they can melt up sample packages. This I do and receive favorable reply direct from the sugar-room by telephone. Owing to this practice the Govern-

ment is unable to draw a re-sample in case it should be required, and is contrary to regulation.

A. B. FREEBORN.

Sworn to and subscribed before me this 13 day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treas'y Officer.

EXHIBIT 134.

NEW YORK, July 26, 1887.

GEO. K. GILBERT, sampler, states as follows:

I was originally apptd opener and packer in 1881 or 1882, and made sampler in October, 1885.

I know of no irregularities in connection with sugar matters at this port.

I use a damp sponge. In one or two instances Examiner Bowne stated that somebody was using too much water on his sponge and warned us against the practice, and showed us one lot of samples affected thereby.

I have assisted in grading cargoes of sugar where the marks were so indistinct that the sample packages could not be laid out properly by the marks. Sometimes we have been compelled to reject certain sample packages because they were manifestly of a different grade than the mark should contain. I have sometimes had to sample packages in refineries and warehouses by use of a lantern.

I have also sometimes found that when I had gone to draw my samples merchant samplers had been there before me. Sometimes we have been compelled to sample sugars at the refineries in wet weather, but under shelter. I have sometimes been ordered to draw samples from re-sample packages, and upon inquiry found them (the original and re-sample packages) melted up. I knew Broker Dreyfoos, and met Col. Burt once or twice. I know Jno. Hetherington and Jas. Vale, their samplers; they are sometimes working the same time we are. Early this spring I bought a house from Mrs. Jas. Dale, value \$7,000, well mortgaged. The original transaction was made with Mr. Dale and his wife, and an attorney then completed it. The mortgages referred to above are held by other parties than Mr. Dale; Mrs. Dale holding a second mortgage on the property. While at work in the sugar-room I have twice carried samples to the laboratory.

The last time I was at work on Havemeyer & Elder's refinery district, which was last month, I do not recall making but very few re-samples; I should think not more than one or two.

GEO. K. GILBERT,
Sampler.

Sworn to and subscribed before me this 26th day of July, A. D. 1887.

T. AUBREY BYRNE,
Spl. Treas'y Officer.

EXHIBIT 135.

NEW YORK, July 11, 1887.

THOS. D. JOHNSON, clerk and verifier, 8th division sugar-room, states as follows:

My particular duties are to keep the test-book. When the certificates of tests arrive in the sugar-room from the laboratory I transcribe the chemist's reports to the test-book. I enter all of the certificates in my test-book; the only other person entering them is Mr. Remsen, the examiner. I see in the test-books columns ruled under the heading of polariscopic tests, columns ruled and numbered 1, 2, 3, and 4, which, I presume, was intended for the purpose of filling in with the different tests made of the one sample. Only column No. 4 is used, in which I put the test for classification as indicated on the certificate from the laboratory. This custom I found in vogue when I entered upon my duties. Examiner Remsen always entered under the head of column "Tests taken as basis for classification," the classification of the sugar, which are identically the same figures that I write in.

The laboratory certificates are filed away once a month. There is more danger in losing a laboratory certificate than there is losing the test-book. I know of no other record of tests than those made in this test-book. I have seen Examiner Remsen pointing out to Dr. Sherer errors in the laboratory certificates of tests. Dr. Sherer frequently visits the sugar-room and has conferences together. I have seen Mr. Abbott, of the laboratory, also in the sugar-room. I have seen Damage Examiner Sherer also in the sugar-room. Capt. Flowers, the clerk in the laboratory, makes out these certificates and brings them to me in the sugar-room. P. Doonan also does messenger work between the laboratory and sugar-room, as does also Mr. Morgan, of the 8th division.

I was messenger in the second (sugar) division when Mr. Jas. Burt was assistant appraiser of that division. I succeeded Jacobs, the clerk and verifier, in his duties Nov. '85. I don't think I have been in the laboratory over twice since my appointment. Messengers from the sugar division almost daily visit the sugar-room with requests for re-tests from importers or their brokers. Brokers Burt and Dreyfoos make the most frequent requests for re-tests, as they represent the most sugar importers. These requests are brought to me. I pin the request to the invoice, after noting the request for re-test of the mark on the test-book, as for example: under date of Dec. 24, '86, Bay State Sugar Refining Company, represented by Broker Dreyfoos, Ex. "California" from Magdeburg, entered Dec. 21. Invoice No. 12371; there were the following packages: 500 bags beet sugar, marked "G 666;" 500 bags "B 406;" 500 bags "406 B;" 500 bags "B 406 C"—Examiner Remsen. No. of samples, 455, 456, 457, 458, serial numbers to laboratory Dec. 24. Chemist report dated Dec. 24; tests 93.70, 94.0, 94.0, 94.30.

Request was made by Broker Dreyfoos for re-test on Dec. 28, on mark "B 406 C," 500 bags, which was granted, the original test being 94.30, while the re-test brought the classification to 94.0, thus losing to the Government one full degree for duty ($\frac{4}{100}$ cent per pound).

Requests are usually made when the fractional part of the degree is small; thus 91.1, 91.2, 91.3, and 91.4.

I never saw Mr. Burt in the sugar-room, nor Mr. Dreyfoos, or any other broker, although I have been in the sugar-room nearly two years in charge of the test-book.

I have heard it spoken of that Mr. Dale loans money.

THOS. D. JOHNSTON.

Sworn and subscribed to before me this 11 day of July, A.D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

[N. Y. Cat. No. 1118.—Certificate of polariscopic test of sugar.]

Sugar return, showing polariscope test, under Department circular No. 62, May 22, 1883.

U. S. LABORATORY, APPRAISER'S OFFICE,
New York, July 1, 1887.

Laboratory No.	1st test.	2d test.	3d test.	Test for classification.	Laboratory No.	1st test.	2d test.	3d test.	Test for classification.
2630	90-R	90-B	.....	90	2640	94	94	.....	94
2631	88.3	88.5	.....	88.3	2641	94.5	94-94.2	94	94
2632	87.5	87.8	.....	87.5	2642	95.4	95.7	.....	95.4
2633	85	85.31	.....	85	2643	88.9	89	.....	88.9
2634	53	.....	.....	53	2644	87.9	88	.....	87.9
2635	89.3	89-88.7	88.6	88.6	2645	89	89.3	.....	89
2636	93.9	94	.....	93.9	2646	88.3	88.5	.....	88.3
2637	95.9	96	.....	95.9	2647	88.7	89	.....	88.7
2638	88.7	88.7	.....	88.7	2648	88.8	88.8	.....	88.8
2639	89	88.7	.....	88.7	2649	89.3	89.3	.....	89.3

Approved:
EDWARD SHERER,
Chemist in Charge.

ROBERT RIGNEY, T. F. R.

[N. Y. Cat. No. 1118.—Certificate of polariscopic test of sugar.]

*Sugar return, showing polariscope test, under Department circular No. 62, May 22, 1888.*U. S. LABORATORY, APPRAISER'S OFFICE,
New York, July 1, 1887.

Laboratory No.	1st test.	2d test.	3d test.	Test for classification.	Laboratory No.	1st test.	2d test.	3d test.	Test for classification.
2612	79A	79L	.....	79	2624	88.5	88.8	.....	88.5
2613	83.8	83.9	.....	83.8	2590	76	75	75.7	75.7
2615	83	82.7	.....	82.70	2614	81.7	81.4	.....	81.40
2616	85.3	85	.....	85	2618	82.7	83	.....	82.7
2619	81	81	.....	81	2625	88.3	88.6	.....	88.5
2620	83.6	83.3	.....	83.3	2626	88.3	88.5	.....	88.3
2621	83.8	83.7	.....	83.7	2627	88.4	88.7	.....	88.4
2622	83.3	83	.....	83	2628	88.7	89	.....	88.7
2623	76.7	77	.....	76.7	2629	88.7	89	.....	88.7

Approved:
EDWARD SHERER,
*Chemist in Charge.*H. J. ABBOTT,
G. LANDSMANN.

EXHIBIT 136.

NEW YORK, July 25, '87.

FREDERICK LEIMBACH, sampler, 8th division, states as follows:

It is a rare case that we find sugar packages not properly laid out. Sometimes we do find them not properly laid out, and this we know from the quality of the sugar as we draw our samples, and if we are not careful the Government will not receive its proper revenue.

I use a moist sponge with only a very little water in it. Examiner Bowne once called attention of the samplers to samples of sugar which he showed us as having been drawn on another district, and said there was too much water used on that sugar and warned us to be very careful about wetting our sponges. This occurred last fall. Sometimes we are compelled to sample sugars in the refineries and warehouses, where a lantern is necessary to distinguish marks and stencilling of the sample packages. I always deliver the key of my sample-boxes to the examiner every night.

I sometimes find that the merchant samplers have drawn their samples from the sample packages before we draw ours. I know John Hetherington and Jim Vale by sight, samplers for broker Burt and Dreyfoos. I have been sent to draw re-samples and found the packages melted up. I have heard permission given to refiners, over the telephone from the 8th division, to melt up certain sugars. It has happened that Iloila, Cebu, and Manila sugars have not been laid out, mark by mark, so that we had to depend upon the look of the sugar to tell whether it was a high grade No. 1 or a low grade No. 3. The weighing of these sugars, mark by mark, has often been done when no marks have been indicated on the permit. Sometimes when I am on duty in the sugar-room I carry samples to the laboratory. I do not know of any of the sugar-sampling regulations that are not being enforced.

F. LEIMBACH, *U. S. Sampler.*

Sworn and subscribed to before me this 25th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 137.

ADAM G. MUNDY, sampler, examined under oath, states:

I was appointed Feb'y 17th, 1879. I have been a sampler ever since. Frank May was asst. appr. at that time.

I know nothing about irregularities in the sugar division. I don't know of any sampler or employé of the Government in the sugar division ever being paid, directly or indirectly, for manipulating sugar; nor have I heard of samplers receiving gratuities.

I have never known of samplers or examiners arranging sample packages so that the low-grade sample packages will be on the outside of the sample files.

On my oath I know of nothing which, to my mind, is an irregularity relating to the sampling of sugar.

I use a sponge, one very slightly damp. I have never used a wet sponge. The only person I had to speak to about it was the late Jno. Farren (sampler).

I have a key to the sample-boxes, but not one to the sample closets.

I found a fraudulent stencil-plate up at Harbeck's and gave it to Examiner McElwee last month. I did not cut any of the bags to get a piece of the bagging which showed the stencil mark on the bag. I did not make any comparisons. I paid no attention to the matter after finding it and giving it to Mr. McElwee.

I was under Mr. Dreyfous (who is now a sugar broker) when he was an examiner for about a month.

He is usually present on the wharves when his sugar is being treated.

I have seen his sampler, John Hetherington, on the docks.

I have known merchant samplers to have drawn their samples from sample packages before we got there.

I met Mr. McElwee last evening and he told me all about this investigation. He did not suggest or advise me to do anything, for I would not listen to him. He told me that if I had any knowledge I had better tell it to you, and for that reason I considered him under the influence of liquor; I got disgusted with him.

If the asst. appr., Mr. Tice, should ask me to do anything, and Examiner Bowne told me not to do it, I should obey my superior officer, Mr. Tice. If Examiner Bowne detailed me to a certain dist. and Asst. Appr. Tice detailed me to another, I should obey Mr. Tice.

I am always provided with plenty of lanterns and would not sample in the dark. I can sample hogsheads that are tiered two high as well as on the ground.

I never knew of the report that was made by Sampler Gill, and which was investigated, as regards fraudulent transactions in sugar sampling.

I reside at 374 10th st., So. Brooklyn. I never heard of certain keys of the sample boxes being lost, nor of any key of any closet that was found; nor did I find any closet that had been broken into.

I have been present in the district office when the examiner has gone to the telephone and called up the sugar-room and inquired what a certain sample tested, and also ask if certain sugars could be melted up, and the answer has been returned that they could. I have heard such conversations.

No samples were ever brought round and shown to me by Examiner Bowne.

I never visited the office of sugar brokers on Saturday afternoons.

There is an order in the office prohibiting samplers from visiting the offices of sugar brokers.

I don't know where the office of James Burt, sugar broker, is; it is in Pine st., but its whereabouts I don't know.

I never visited the office of Jos. Dreyfous. I never had a conversation about this investigation with Messrs. Freeborne and Twamley, nor did I ever say that a man had everything to lose and nothing to gain by telling the truth in regard to frauds in sugar.

I do not know how low classifications in sugar are effected.

I do not know what would lower the classification of sugar.

It strikes me that I have heard of samplers going to a refinery to make a re-sample and finding that the re-sample packages had been melted up.

I have objected to sampling because the samples had not been laid out properly; that is because I could not see the U. S. mark on them. I don't know whether they were stencilled behind, as I did not consider it part of my duty to pull them down.

I do not understand that the late Sampler Seymour had learned of irregularities in sampling sugar, nor do I know why he was asked to resign.

I can not say that the wagons conveying the samples to the appraiser's store were always accompanied by a sworn officer, for I think there have been times when they were not. Jimmy Maloney's son, who is not a sworn officer, has sometimes driven a sample wagon.

I have called the attention of my examiner to packages that looked like damaged sugar, but have refused to sample them. I have never been in the sugar-room when requests from the Havemyer & Elder refinery have been sent up or by telephone inquiring as to certain tests of sugars.

I do not know that it is the custom for brokers to ask for re-tests.

It is supposed that Maloney & Kelly own their wagons.

I never heard that they were presents to them. The Government furnishes us with crocus and oil to keep our triers clean.

ADAM G. MUNDAY,
U. S. Sampler.

Sworn and subscribed to before me this 25th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 138.

NEW YORK, July 25, 1887.

THOMAS G. MACQUAIDE, sampler:

I was originally appointed sampler in 1875. My salary was \$1,000 a year, and increased to \$1,200, 1877. I was once called before Special Agent Chamberlin to state what I knew relative to how sugar was sampled, and as to what I knew about Samplers Knoblock, Nugent, and Watson. I told him I knew nothing of these men. I do not know of any irregularities in the sampling of sugar at the present time. Of this I am positive. I do use a moist sponge. If it was too wet it would spoil the sugar in the box, and from what I have been told, I think it would lower the test. I have been repeatedly warned not to use the sponge too wet, and have been shown sample cans of sugar which had too much water in them. I have found sugars of another mark mixed with the mark that I have been sampling. I have found sample packages of low-grade sugars in the piles of high-grade sugars.

We oftentimes find low-grade sugars mixed with high-grade sugars and *vice versa* (evidently by mistake). Sometimes we sample in dark places, which necessitates the use of a lantern to see the marks, and to see also whether "U. S. sample" is stencilled on the bags or mats. About a year ago, or a little over, I discovered irregularities in the laying out of packages for sampling at Congress st. stores, and called the attention of Mr. McElwee, who was then a sampler, to it, and he called Examiner Davis' attention to it. If it had not been discovered the Government might have lost some duty on the cargo. I found that the sample packages did not run as good as the main part of the cargo. I have had a key of the sample closets, under Mr. Bowne's orders, and was directed to go around and examine the closets and see if they were all in good order. I found them in good order. A long time ago, some years back, locks had been changed by the Government on the sample-closets. I do not know the reason why.

Sometimes the merchant samplers draw their samples from sample packages before the U. S. samplers draw theirs. I often see Jim Vale, Broker Burt's sampler, and John Hetherington, Broker Dreyfoos' sampler, sampling on the sugar districts. We often work alongside of each other. I have never received any inducement to draw samples favorable to an importer from any person.

Examiner McElwee has told me frequently that he believed that money was being paid by importers to influence sampling. I believe that ex-Sampler and Examiner Gill was an honest and faithful official, and any statement that he would make I would believe to be true. I never knew of any investigations being made by any special agents relative to inequalities in sugars.

I am of the opinion that Havemyer & Elder and the Brooklyn Refining Company also import the highest grades of sugars at this port.

THOS. G. MACQUAIDE.

Common sense teaches me to sign each sheet of this affidavit.

THOS. G. MACQUAIDE.

Sworn and subscribed to before me this 25th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 139.

N. Y., July 28, 1887.

LUKE F. McDERMOTT, sampler, states as follows:

I was appointed sampler about April, 1886. My attention has been called to certain samples which Examiner Bowne said water had been used in the sampling, and remarked that if it occurred again he would call the attention of the appraiser to it. I do not know on what district the water was used in the samples referred to by Mr. Bowne.

I have been sent lots and lots of times to draw samples, when I have found the original samples melted up.

I consider Examiner McElwee one of the ablest, if not the ablest, examiner of sugars in the 8th division—a man of excellent character and general integrity. Every suggestion that he has made looking to reform in the methods of sampling and examining sugars has been frowned down by the majority of his associate officers. I think if the Secretary desired an honest opinion as to matters connected with the 8th division, that Examiner McElwee would give it if called upon.

When I was a messenger and acting clerk in the 8th division Sugar Broker Burt used to come in, practically, every day. As soon as he came he would always send one of the

officials in the office into the sugar-room for Examiner Remsen; the clerks hardly ever waited to be sent, but would go right inside and say, "The colonel is here."

It was Broker Burt's invariable custom to look over the invoice blotter and select out such invoices as he wished sent down to the invoice bureau, and those that he did not wish sent down, although the sugar noted in the invoice had been tested, he would put back in the blotter, and would tell Mr. Remsen "to hold them."

Upon nearly every occasion that Broker Burt visited the sugar-room while Mr. Hay was asst. appraiser, and while I was employed there as clerk, Mr. Hay would go out into the main hallway with Broker Burt and hold private conversations with him of ten or fifteen minutes' duration.

LUKE F. McDERMOTT.

Sworn to and subscribed before me this 28 day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treas'y Officer.

EXHIBIT CC.

OFFICE OF SPECIAL AGENT TREASURY DEPARTMENT,
402 Washington street, New York, June 28, 1887.

HENRY WILLIAM KERR, a stenographer, residing at 226 Atlantic avenue, Brooklyn, and employed by Mr. T. Aubrey Byrne to take notes pending an investigation of sugar matters at the port of New York, upon oath, solemnly swears that he will in no manner and to no person divulge or speak of anything that transpires during any of the conferences at which he may be present or a part, other than to Special Agent H. A. Moore or T. Aubrey Byrne, under any circumstances whatsoever; and also swears that if he is approached in any manner by any person on the subject he will immediately make known such fact to T. Aubrey Byrne or Special Agent Moore.

HENRY WM. KERR.

Sworn and subscribed to before me, this 28th day of June, A. D. 1887.

H. A. MOORE,
Special Agent.

Asst. Appr. MOORE, first div. (damage), states as follows:

That the statements of damage allowances, when made, are posted at the custom-house. The damage warrant is approved by me after the damage examiner has ascertained the per cent. of damage which is to be allowed upon certain marks of sugar.

The samplers of the 8th div. draw the damaged sugar samples for the damage examiner. The sugar is then brought to the U. S. laboratory, at the appraiser's store, there submitted to polariscope tests, and the per cent. of damage is ascertained. I will submit to you, if I can find one, a printed statement which covers the notation of the polariscope tests of the damage samples with the damage examiner's certificate. If there be such printed slip on which the per cent. of damage allowances is noted, I suppose it is attached to the damage warrants. I have never seen one, but probably it is done.

The ascertainment of the per cent. of damage by polariscope is, according to regulation, done at the laboratory, at the appraiser's store. I never heard of its being done elsewhere, not being in accordance with regulations, of course. Sometimes two examiners sign the damage warrant. If the examiner is a man of experience he alone signs the certificate, but it is always approved by me.

It has never been brought to my attention that excessive damage has been allowed on sugar.

I have heard of no claims being made for "commercial damage" other than to the goods, viz, to the coverings, not to the contents.

I know Mr. Kippen, damage broker. I think that he makes a specialty of damage broking.

I know Wm. Jones; he likewise makes a specialty of damage broking.

I think both of those men attend exclusively to damage goods of any kind.

This is a true transcription of my stenographic notes.

H. W. KERR,
Stenographer.

A true statement as made in my presence.

H. A. MOORE,
Special Agent.

Assistant Appraiser Moore, of the damage division, declines to sign this statement, as the questions are not incorporated and that this is a garbled and unintelligible statement.

The above is a true and stenographic transcript of the statement made by Assistant Appraiser Moore.

T. AUBREY BYRNE.

Assistant Appraiser Moore entered the examination room, interrupting the proceedings, when Examiner W. D. Davis was under examination, and stated that he would not sign the statement, as it was in a garbled and unintelligible condition; that the questions were not incorporated, and although informed that it was at the special request of the Secretary that the questions should not be incorporated in the statements of the gentlemen called, he still refused to sign and laid the statement down upon the desk.

His manner was discourteous, and evidenced to me a very disturbed condition of mind.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 140.

OFFICE OF SPECIAL AGENT TREASURY DEPARTMENT,
402 Washington st., July 15, 1887.

Mr. T. A. BYRNE:

SIR: In reply to an inquiry made to Mr. Johnson this morning regarding a certain sample of sugar, mark not verbally specified, he said in substance that it had gone to the laboratory yesterday afternoon and had not yet returned. An examination of his test-book, made directly after above statement (11.30), showed that every sample sent to the laboratory on the 14th of July was reported on by the chemist on the same day. An examination of same book and at same time showed that many samples had been sent to the laboratory and reported on already (11.30 a. m.).

One cargo, as imported by Skeddy, Minford & Co., on the *Thackara*, had eight different marks, all tested and reported, yet there was one mark K, the sample of which had not been received (mark K not included among the eight). Inquiry being made for said mark to Mr. Bowne through telephone. Havemeyer & Elder had a cargo of sugar taken from the *Santiago*, sent to the laboratory on July 11th, '85, samples 3236, 3237, 3238, 3239, day of month not given as to report being made. A re-test of the same sugar was made on the 13th of July, which lowered the classification of two of the marks, at least four cents per cwt.

Respectfully,

ROBERT MACGREGOR ORMISTON,
Statistician on Sugar.

Sworn and subscribed before me this 15th day July, 1887.

T. AUBREY BYRNE,
Spl. Treasury Officer.

R. M. ORMISTON states as follows:

I have just returned from the sugar-room and Examiner Remsen informs me that when brokers ask for re-tests of certain sugars, and when the re-test is not lower than the original test for classification, the original test for classification is taken as the test for duty.

ROBERT MACGREGOR ORMISTON.

Sworn and subscribed to before me this 27 day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treas'y Officer.

EXHIBIT 141.

JAMES O'DONNELL, sampler 8th division, examined on oath, says:

I was originally appointed a sampler in Aug., 1885.

I have no knowledge, direct or indirect, of any fraudulent or irregular practices in the method of sampling, testing, or appraising sugars at this port.

I have never heard, nor do I know, of any person who received a present or compensation from any sugar importer, or the representative of any sugar importer or broker,

or an employé of any sugar importer or broker, of compensation in money, or a promise of money, for drawing samples so as to secure low classification.

John Hethington is Broker Dreyfoos' sampler, and I believe they call Mr. Burt's man Jimmy Vail.

John Hetherington never offered me money, nor have I received money from any person for drawing samples in any shape or form or promise. No person has ever tried to influence me in my work.

I use a moist sponge; it is necessary that there should be a certain amount of moisture. I have sometimes found pretty low grade sugars mixed with high grade. There is a difference in sugar that may belong to the same mark, and yet vary in grades.

I carry a key of the sample boxes, but not of the sample closets.

It strikes me that I heard Mr. McElwee say something of a sample-closet key that was found.

I have occasionally heard requests made by telephone from the sugar districts to the sugar-room, but we do not pay much attention to the telephone.

I state positively that I have no knowledge, direct or indirect, of any fraudulent or irregular methods in the manner of sampling sugars.

JAMES O'DONNELL,
U. S. Sampler.

Sworn to and subscribed before me this 26th day of July, 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 142.

NEW YORK, July 25, 1887.

PATRICK T. RAHL, messenger and acting sampler:

I was appointed in 1885. I know of no irregularities in the sampling of sugars. I use a moist sponge. Merchant samplers do not draw their samples from sample packages before the U. S. sampler draws his. I sometimes, in refineries and warehouses, have to use lanterns to distinguish marks and see whether the packages have been stenciled. I have sometimes found in piles of samples, representing a certain mark, low grade and high grade sugars, mixed, but we draw the attention of the examiner to the fact.

I know John Hetherington, merchant sampler, and Jim Vale, a merchant sampler. These men always wait until we are through before they draw their samples; that is, when they are there. I know Broker Dreyfoos by sight. I have heard him ask an examiner to telephone Mr. Remsen and inquire whether a test of certain sugars had been made, and permission has been granted to melt up certain sugars.

I have been sent to draw samples from re-sample packages at the refineries and found that they had been melted up. I always find Iloilo, Cebu, and Manila sugars laid out mark by mark.

The regulation requiring the use of red plugs is not enforced.

Havemeyer & Elder receive the highest grade sugars coming to this port.

PATRICK T. RAHL.

Sworn to and subscribed before me this 25 day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 143.

NEW YORK, July 19, 1887.

JAMES SMILEY, messenger, laboratory, states as follows:

I was first appointed in January, 1885. My duties have been those of mixing the sugar samples sent from the sugar-room to the sugar laboratory. I break the lumps with a mortar and pestle, and pulverize the sugar, then return it to the cans for the weighers. The serial number of the sample is pasted on the side of the can. I never disturb the number, and never act upon but one can at a time. Oftentimes I find large lumps in the sample cans. These may be as a general thing hard and dry, still some may be moist. I often find particles of impurities in the samples, like bits of coal, wood, gravel, gunnycloth, and ravellings. These I eliminate from the sample with great care, so that when I have finished preparing the sample for the weigher the sugar

is in as perfect condition as I can make it; and my eyesight is good, so that I feel free to state that the sample is properly prepared for the weigher.

From my experience I can tell from a glance centrifugal, Pernambuco, and other grades of sugars. Sometimes I receive from the sugar-room sugar samples that sometimes are pretty moist. I have never called the attention of Dr. Sherer to this fact, but I think I have mentioned it to other polariscopists in the laboratory. I have mentioned it to Messenger Cole, my associate sugar-mixer, "that this sugar is moist," and he has mentioned the same fact to me on certain samples. These sugars were not damaged sugars. While I had no knowledge that these samples had been tampered with, yet I know from my experience in the sugar-mixing that these samples would test very low on account of this moisture.

I have known a certain sample to be sent back from the sugar-room of the 8th division four times for re-test, and I know that it was the same sample each time, and I have heard the remark made at these times, when re-tests and late work was asked for, that "these samples must be some of so-and-so's sugars;" Burt's and other importers' sugars. Dr. Sherer has general supervision of my work of mixing sugars and gives me general directions as how to mix the sugar. I have heard it stated that Mr. Dale loaned money to employes. Mr. Dale sometimes visits the laboratory several times a day. I have heard of the firm of Sherer Bros., sugar-testers, down-town, but I never visited their place. Occasionally I am sent to the sugar-room of the 8th division by Dr. Sherer, or Mr. Flowers, his clerk. Mr. Philo Cole, messenger, is my only assistant in mixing sugars.

JAMES SMILEY.

Sworn and subscribed before me this 19th July, 1887.

T. AUBREY BYRNE,
Spl. Treasury Officer.

EXHIBIT 144.

N. Y., July 25, 1887.

PETER TWAMLEY, sampler, 8th division, states as follows:

In 1887 I was appointed opener and packer, and assigned to the damage division. In April, 1879, I went into the sugar division as sampler.

The only irregularity I know of at this port in the importation of sugar is that sometimes sample packages are not properly laid out mark by mark as required by the regulations. I have frequently called the attention of the examiner to this fact. I have found very often bags not stencilled "U. S. sample" laid out for us by the store-keeper after the weighers are through. I have refused to sample these packages.

I have often seen samples laid out which did not represent the proper proportion of the mark of the cargo. Then when we would make complaint the storehousemen would quickly produce bags which they claimed were the sample packages.

We oftentimes find packages of sugar in the sample piles which are *not* stencilled "U. S. sample." I have several times before sampling, upon my suspicions being aroused, looked for fraudulent stencil plates. I have found low-grade sugars mixed with high-grade sugars of the same mark; I mean by this, they are laid out to *represent* this mark. When I see an unusual number of them I call the examiners' attention to it. This I have done several times. Sometimes I find that merchant samplers have drawn their samples from the U. S. sample packages before we reach them. I use a moist sponge. I have repeatedly been warned not to use my sponge too wet. I do not know what effect water would have on testing the sugar.

I never was found in a storehouse sampling sugar with a sopping-wet sponge.

Mr. Examiner Bowne, one day, showed me two or three samples in which water had been immoderately used, and remarked that they might have been damaged bags. I have keys to the sample boxes. Sometimes the examiner gives me the key to the sample closets, but not outside of business hours. I did lose a key of a sample closet, as I threw it to an examiner at his request. It fell overboard. I knew at one time that all the sample closets were examined and made more secure. I have often been ordered to accompany the wagon containing the samples from the dock to the appraiser's store, when the owner of the wagon, who is a sworn officer, is not there to accompany it.

I signed for my wife an agreement for the purchase of a house from Jas. Dale, price \$7,000, situated on Walton ave., \$3,000 cash paid, balance on mortgage. I have heard of Jas. Dale loaning money to employes.

According to my judgment Havemeyer & Elder import and buy the largest quantities of the highest grade sugars that come to this port. I make this statement from my knowledge as a sampler of the different grades of sugars. I have sometimes been sent to make re-sample of the sample bags, and found them melted up. This always occurs on

the refinery districts. Sometimes in the refineries, I have been called upon to sample packages in the dark, necessitating the use of a lantern to find the sample packages and marks.

I only know two sugar brokers at this port. They are Burt and Dreyfoos. Also know their samplers, Jas. Vail and John Hetherington. Broker Dreyfoos or his man Hetherington is generally present when sugars represented by them are being examined.

Sometimes I am ordered by Examiner Remsen to visit an importer's office to find out the marks or location of a cargo.

I have been told that years ago there was a sugar ring, and that samplers made money out of it, but to the best of my knowledge the ring does not exist at this time.

PETER TWAMLEY.

Sworn to and subscribed before me this 25 day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treas'y Officer.

EXHIBIT 145.

Objecting to take oath to secrecy.

R. E. BOWNE.—Examiner R. E. Bowne said: "I object. I do not refuse to be sworn as far as anything connected with the sampling, testing, or appraising of imported sugars; but so far as muzzling myself, I do most emphatically. I am prepared to go on with anything connected with the business of the Department, but I refuse to preserve secrecy. I don't think anybody but a grand jury can —"

JAS. S. DALE.—Messenger Jas. Dale said: "No, sir; I shall not take any such oath."

EDW. SHERER.—Chief Chemist Edward Sherer said: "I draw the line there" (as to secrecy). I am ready to testify; but as to secrecy, I must decline. I refuse to be sworn to secrecy."

W. D. CRUMBIE.—Examiner W. D. Crumbie said: "If you are not a notary I refuse to be sworn; I object also unless questions and answers are to be included. I want to see your authority."

A. G. REMSEN.—Examiner A. G. Remsen said: "It is tacitly understood and arranged that objections were to be made to the manner of procedure in this investigation."

The above are statements made to me, by the above witnesses, when they appeared before me to be examined.

T. AUBREY BYRNE,
Spl. Treas'y Officer.

N. Y., June 28, 1887.

EXHIBIT 146.

JUNE 10TH, 1887.

EDWARD S. FOWLER, late ass't appr. damage division, at present attorney at law, No. 55 Liberty St., New York, states:

I was ass't appr. in charge of the damage div. for some years, and was suspended April 31st, 1885, on the recommendation of Appr. McMullen.

The "sugar ring" is a most powerful organization, and its personnel embraces James Burt, chief, representing Havemyer & Elder, Swift & Co., Butler McDonald & Co., and one or two other firms; Special Ag'ts Tingle, Tichenor, Hinds, Supervising Special Ag't Martin, Naval Officer Burt, Deputy Naval Officer Comstock, and Spec'l Ag't Ayer, now on duty on the Pacific coast, on the one hand, and Jas. Dreyfoos, representing some eighteen or twenty sugar-importing firms, Clerk Rose, and a few other minor officers, as aides, on the other side. In my opinion, this is the personnel of the "sugar ring."

For a long time Burt and Dreyfoos were at war, but on account of the latter knowing too much he was let alone to work his way, which he has done. Burt pulls his men—employés of the Government—by his political and personal prestige, backed by that of his brother supported by the special agents.

There is not a man in the sugar div. but who either owes his present position, his advancement in office, his increase in salary, and his retention in office directly to the influence of James Burt, and not one of these men would dare for an instant to do anything contrary to his desires.

Appr. McMullen owes his advancement from examiner of hardware and cutlery to the appraisership directly to the pleading made in his behalf by Naval Officer Burt, backed and co-operated in by Abraham S. Hewitt, of Cooper, Hewitt & Co., hardware dealers.

I understand it was represented to the President that Mr. McMullen was from his long years of training as examiner eminently fitted for the position of appr., and because he was known to be a Democrat, serving under Republican administration, was held back when he deserved advancement, and that inasmuch as the administration had changed it was nothing more than right, and according to the spirit of civil-service reform, that he should be advanced to the appraisership.

I understand that he acknowledges his present position to Burt's influence; therefore he is quite willing to do Burt's bidding without question; of course, he believes that James Burt is a very high-toned gentleman.

Of the men Burt uses to obtain low classifications of his sugars are Abraham Remsen, who owes all he is from his first position to his present position to James Burt; for in 1867 when James Burt was in charge of the 7th avenue armory, in charge of quartermaster's supplies, he made Abe Remsen asst. storekeeper; then he had him put in the U. S. service in 1869 as a sampler, when he, Burt, went in as asst. app'r, then he advanced him. And Burt, through his influence with Asst. App'r Hay, has kept Remsen in his position ever since.

It was a notorious fact that Asst. App'r Hay was Burt's tool.

Second. Robt. E. Bowne was put in the sugar div. March 4th, 1870, as an opener and packer, and was advanced to supt. of samplers through Burt's influence; he practically does Burt's bidding.

Third. W. H. Townsend was for a time in my division (damage), but Burt had him advanced to examiner in the 8th div. (May, '83).

Fourth. During all the time that Hay was asst. appr. he was Burt's tool absolutely, he was originally put into his position by him and kept there. At one time he was at the custom-house under Naval Officer Burt, then transferred to the appr.'s store at Jim Burt's request.

Fifth. When Mr. McMullen was made appr. Burt had his brother-in-law, S. C. Guyon, made examiner of hardware in his (McMullen's) place.

Sixth. Appr. McMullen's private secretary is a relative of James Burt, and, of course, does Burt's bidding, as Burt is his patron, and Appr. McMullen firmly believes in Burt.

Seventh. James Dale who mixes sugar in the sugar-room before it goes to the laboratory is another tool of Burt's, and perhaps he is responsible for more crookedness in the work of testing sugar than any other man, for through his manipulations the samples can be so mixed as to cause a test to go up or down, and being assisted by knowing whose sugars certain serial numbers represent, he can give the right hint to the chemist in the sugar laboratory, so that tests can be made favorable to importers.

James Dale is quite a wealthy man; he has most of the sugar samples (the residue of the sugar samples) to sell for himself, and out of these he makes a snug sum yearly; besides this he is quite a money-lender, loaning money to the employés at the appr's store at usurious rates of interest. He does not allow it to appear as though he made the loans, but invariably says he can get the money for the borrower, who must pay for the trouble he is put to in getting the loan for him.

App'r McMullen must be knowing to this, for he generally sees to it that Dale's dues are paid by not letting the men who borrow get their money before they square accounts with Dale. Dale has been making for years as much as \$5,000.00 annually; he has been buying real estate in the annex district, but most of it is in his wife's name. I recently ran across several of his real estate purchases when I was looking up some deeds in that section for clients of mine.

Eighth. Edward Sherer, chief chemist in the U. S. laboratory, is clay in Mr. Burt's hands and does his bidding; the same could be said of nearly everyone else in the laboratory; all are in Mr. Burt's hands and dare not cross him for they know too well his power.

Ninth. The teamsters who drive the sample wagons are in Burt's debt for retention in office, and they are always ready to do him favors.

Tenth. John Sherer, damage examiner, I think is an honest man.

Eleventh. A member of a sugar-importing house not long ago told me he was compelled to pay Burt to fix his classifications or he would not be able to do business and keep even with other importers.

Twelfth. The samplers have a way of squirting water into a sample whereby the classification is lowered.

Thirteenth. Broker Dreyfoos pulls his men at the appraiser's store by paying them, while Burt uses his political influence over them.

I will guaranty that if five new samplers were to be selected every one would owe

their selection to James Burt, who would tell Appr. McMullen just which he should select.

Theo. Havemeyer, of the firm of Havemeyer & Elder, paid \$40,000 into the Republican campaign fund during the Blaine-Cleveland campaign.

James Burt was outwardly a strong Blaine man, while his brother, the naval officer, was working for Mr. Cleveland, so that in any event the "sugar ring" was secure whichever party came into power. You can read, if you please, this piece of paper. "I will not read it to you."

The slip of paper handed me (T. A. Byrne) read as follows: F. Maher, asst. bk'keeper for Havemyer & Elder, residing at No. 143 Woodbine st., bet. Centre and Evergreen aves., Brooklyn, states to J. P.— "that Naval Officer Burt receives \$12,000 per year from Havemyer & Elder."

You can look this matter up if you like, but it would take clever work, I can assure you of that. I don't say that this is true; I show it to you for what it may be worth.

Your movements are known, and have been ever since you were at work, and "the ring" don't fear you or the results of your work.

With a fearless, honest lawyer in Appraiser McMullen's place, the ring and existing combinations in various trades would be broken up; take, for instance, silks, gloves, drugs, aniline dyes, linens, and hardware.

I have evidence and affidavits of rascality of the "sugar ring," but I will not show the affidavits to you, for I am satisfied that nothing that you can do can break up the "ring" so long as Appr. McMullen remains in office. If he was suspended I would come forward with my evidence; till then I am dumb.

The sugar-damage brokers are Jones and Kippin, and through them large damaged allowances are secured. The allowance of 5 per cent. commercial damage is a fraud. Steam cargoes of sugar have no damage as a general thing.

Burt don't claim damage on his cargoes. He is too smart for that. He and Broker Dreyfoos are on good terms now.

I understand New York has swallowed the sugar-trade, and I understand Boston merchants are making serious objection; about time they did.

See me again, and I will put you in accord with certain men who will tell you of facts.

The above is a faithful transcription of my notes made of his conversation and statements.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 149.

APRIL 5TH, 1887.

JOHN A. LYDECKER, broker, Beaver st., N. Y. City, states as follows:

I was for three years special deputy collector at this port. I have had considerable business with Naval Officer Burt.

I have always believed in the integrity of the naval officer, and never placed any credence upon current rumors against him; but a certain transaction occurred which very materially altered my opinion. I will frankly state that my statement must be taken with this allowance, that I have a prejudice against Naval Officer Burt at the present time. Our differences arose subsequent to an occurrence which I will narrate.

Shortly after James Burt, his brother, the then asst. appr. of the sugar div. at the appr's store, resigned, James Burt came to my office at the custom-house and asked me, as special deputy collector, to allow the reliquidation of an entry of a certain large cargo of sugar which, through misapprehension, he had classified wrongly as one of the last of his official acts. The classification, he said, had been made at too high a rate. I think the importing firm in question was Fabric and Chauncey. James Burt said to me that the classification was too high by considerable, and that if I did not object he would have a re-liquidation made, intimating that the naval office was agreeable to the re-liquidation. I supposed the ten days allowed by regulation had not elapsed from the date of the liquidation, and gave an answer equivalent to assent. I ordered up the entry and invoice and looked over them, finding to my surprise that more than thirty days had elapsed from the date of the liquidation, consequently I did not send the papers back to the appr.

A day or two after James Burt again called and wanted to know why the papers had not been sent to the appr. I told him of the date and the time that had elapsed, and told him to communicate his desires to the Secy. of the Treasury, who would, if the statement of facts warranted, order a re-liquidation. He demurred and urged me to allow the re-liquidation. I refused, and he left quite incensed. The next day Col. Silas Burt, the naval officer, came to me and said, "You did not oblige James in the

matter of re-liquidating that cargo of sugar." I said, "No," explaining my reasons. He, the naval officer, then took it upon himself to argue the point, showing me and stating to me that his office was quite willing that the re-liquidation should be made, as that evidently a great mistake had occurred in the classification, which would entail quite a loss to the importer as well as an injustice, and that James had made a great error and he wanted to have it set right. I told him the only way was to send the matter to the Secy. of the Treasury. He was quite put out, and for a long time showed it in his manner to me.

A short time after this occurrence above narrated, James Burt met me and said, "You have knocked me out of quite a little money by not allowing that entry to be re-liquidated." These were his words in substance.

I do think the naval officer supports his brother James in all his work as sugar broker at the appraiser's store, for shortly after Broker Burt resigned his position as asst. appr. he obtained the brokerage of a large number of sugar-importing houses of this city, though I can not cite you any particular cases to prove my statement.

That there is truth in the current charge of manipulation at the appraiser's store in the passing of sugars at New York, and that James Burt controls the work with one other man named Joe Dreyfous, is borne out by the fact that Burt controls the importation and classification of the majority of the sugars imported and entered at this port, I might almost say in this country. That the bulk of sugars should come to New York and pay duty here tends to prove that lower or more favorable classification can be obtained at this port than at any other ports.

Again as Burt & Dreyfous are both ex-U. S. appraising officers and they control this work, the conclusion is a natural one and a very good reason exists why they, the sugar men, should have these men, Burt & Dreyfous, attend to their appraisements.

You ask me how could the naval officer assist in the underclassification of sugar. Well, it would be only necessary for one or two liquidating clerks of the naval office to suggest to the liquidating clerks at the custom-house to permit changes in liquidation to be made, for the importer is notified of the results which are obtained before the final liquidation is made on the entry; thus giving them opportunity to make objection through their broker, and by them to the naval officer.

Suggestions from James Burt to his brother would without doubt be considered by the latter.

The naval office is supposed to be a check upon the collector's office. I can not point out a case which could be accepted as evidence of direct connection between James and Silas Burt, the naval officer, which would prove the manipulation of sugar, but the fact exists in my mind, and I might truthfully say in the minds of those who are engaged in that trade in this city, that James Burt is valuable to the importers and refiners must be a fact, when his services are so necessary to them, and these services are mainly directed to the appraiser's store, for James Burt is never seen on the wharves or at the refineries when sugar is being unladen; his work is done at the appraiser's store. That sugar is satisfactorily handled by these men is noted from the few protests and appeals made. The whole scheme is viewed with apparent satisfaction by the outside sugar trade (I mean the trade in Boston and Phila.) who, noticing the great advantage New York sugarmen possess, have ordered their sugars to be landed and pay duty at New York.

I say that, taking all these things into consideration, in the absence of direct evidence of overt acts on the part of James Burt and Joe Dreyfous and the silent and *sub rosa* co-operation of the naval officer, are sufficient to the minds of fair men to show that the charges currently made are true.

Another thing which is noteworthy is the laxity on the part of customs officers in handling sugar samples. These samples go out of the care of Government officers; they are laid up in closets within easy reach of the refining people. Why should sugar go to the refineries wharves? Weak human nature at two or three dollars a day succumbs and eyes are closed to manipulations, especially when a little thing amounts to so much in saving money to sugar importers. Let the sugar go to the Government stores as other goods, thus the Government weigher and higher officers would scrutinize everything and chances for fraud would be lessened by the presence of these men. A larger force of inspectors should be on the spot and not leave the vessels when the unloading of sugars is taking place or the sampling of sugars. Dreyfous and Burt are now on good terms; at one time they had a quarrel and did not speak to each other. I believe this quarrel has been forgotten.

I believe App'r McMullen is an honest man, but he allows Broker Burt to hoodwink him completely. The position of Burt's brother and the power the naval officer wields is his lever. There is not an officer at the port but who wants to stand high with Naval Officer Burt, and by doing favors for James Burt they are assured of their standing with the naval officer."

Mr. Lydecker was unable to give me the date of the occurrence referred to when the

firm of Fabric & Chauncey imported the sugar in question, but by taking the date of the resignation of James Burt as ass't app'r of the 8th div. I was able, by a long and careful search of the records of 1874, to find the importation in question; the facts relating thereto are hereunto annexed. In this search I was greatly aided by Chief Clerk Prince statistical div. N. Y. custom-house.

The above is a correct transcription of my notes.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 175.

[N. Y. Cat. No. 1118 $\frac{1}{2}$.—Certificate of polariscopic test of sugar.]

Sugar return, showing polariscopic test, under Department Circular No. 62, May 22, 1883.

U. S. LABORATORY, APPRAISER'S OFFICE,
New York, June 24, 1885.

Laboratory No.	1st test.	2d test.	3d test.	Test for classification.	Laboratory No.	1st test.	2d test.	3d test.	Test for classification.
A.....	82	82.3	.....	82					
B.....	82	82	.....	82					
C.....	81.8	82	.....	81.8					
D.....	82.3	82	.....	82					
E.....	82	82	.....	82					

H. J. ABBOTT.
W. H. TOWNSEND.

Approved:
EDWARD SHERER,
Chemist in Charge.

[N. Y. Cat. No. 1118 $\frac{1}{2}$.—Certificate of polariscopic test of sugar.]

Sugar return, showing polariscope test, under Department Circular No. 62, May 22, 1883.

U. S. LABORATORY, APPRAISER'S OFFICE,
New York, June 22, 1885.

Laboratory No.	1st test.	2nd test.	3d test.	Test for classification.	Laboratory No.	1st test.	2d test.	3d test.	Test for classification.
P.....	96.9	96.9	.....	96.9					
W.....	96.8	96.5	.....	96.5					
H.....	96.8	96.6	.....	96.6					
Y.....	96.9	96.6	.....	96.6					
Z.....	96.9	96.8	.....	96.8					
2949.....	87.3	87.0	.....	87.0					
2950.....	88.0	88.3	.....	88.0					
2951.....	84.0	84.8	.....	83.8					

ROBERT RIGNEY.
G. LANDSMANN.

Approved:
EDWARD SHERER,
Chemist in Charge.

[N. Y. Cat. 1118 $\frac{1}{2}$.—Certificate of polariscopic test of sugar.]*Sugar return, showing polariscopic test, under Department Circular No. 62, May 22, 1883.*U. S. LABORATORY, APPRAISER'S OFFICE,
New York, June 16th, 1885.

Laboratory No.	1st test.	2d test.	3d test.	Test for classification.	Laboratory No.	1st test.	2d test.	3d test.	Test for classification.
2597	89.5	89.8		89.5	X.	85.8	85.7		85.7
2598	86	85.9	.....	85.9					
2599	91	91.2	.....	91					
2600	87.4	87.7	.....	87.4					
2601	86.8	87	.....	86.8					
2602	85.6	85.8	.....	85.6					
2603	86.3	90	86.5	86.3					
2604	87.7	88.8		87.7					

H. J. ABBOTT.
WM. H. TOWNSEND.Approved:
EDWARD SHERER,
Chemist in Charge.[N. Y. Cat. No. 1118 $\frac{1}{2}$.—Certificate of polariscopic test of sugar.]*Sugar return, showing polariscopic test, under Department circular No. 62, May 22, 1883.*U. S. LABORATORY, APPRAISER'S OFFICE,
New York, June 24, 1885.

Laboratory No.	1st test.	2d test.	3d test.	Test for classification.	Laboratory No.	1st test.	2d test.	3d test.	Test for classification.
O.....	84.6	84.7	.....	84.6					

EDWARD SHERER,
H. J. ABBOTT.Approved:

Chemist in Charge.[N. Y. Cat. No. 1118 $\frac{1}{2}$.—Certificate of polariscopic test of sugar.]*Sugar return, showing polariscope test, under Department Circular No. 62, May 22, 1883.*U. S. LABORATORY, APPRAISER'S OFFICE,
New York, June 19, 1885.

Laboratory No.	1st test.	2d test.	3d test.	Test for classification.	Laboratory No.	1st test.	2d test.	3d test.	Test for classification.
2833	86.5	86.6	.....	86.5					
2834	52.6	.....	.....	52.6					
2835	45.4	.....	.....	45.4					
A	82	82	.....	82					
O	85	85.2	.....	85					

ROBERT RIGNEY.
G. LANDSMANN.Approved:
EDWARD SHERER,
Chemist in Charge.

[N. Y. Cat. No. 1118¹/₂.—Certificate of polariscopic test of sugar.]*Sugar return, showing polariscope test, under Department Circular No. 62, May 22, 1883.*U. S. LABORATORY, APPRAISER'S OFFICE,
New York, June 17, 1885.

Laboratory No.	1st test.	2d test.	3d test.	Test for classification.	Laboratory No.	1st test.	2d test.	3d test.	Test for classification.
M. W. 13	75.7	76	.....	75.70	2684	88.4	88.7	.....	88.40
2675	88.6	88.9	.....	88.60	2685	87	86.7	.....	86.70
2676	87.3	87	.....	87	2689	82.8	83	.....	82.80
2677	86.8	86.7	.....	86.70	2690	96	96	.....	96
2678	89.6	89.5	.....	89.50	2691	84	84.3	.....	84
2679	89.6	89.7	.....	89.60	2696	95.7	96	.....	95.70
2680	88.7	88.5	.....	88.50	2697	87.9	87.8	.....	87.80
2681	88.9	89.2	.....	89.20	2698	83.5	83.7	.....	83.50
2682	88.9	89.6	.....	89.60	2699	85	85.2	.....	85
2683	89.4	89.6	.....	89.40					

G. LANDSMANN.
S. F. BALL.Approved:
EDWARD SHERER,
Chemist in Charge.[N. Y. Cat. No. 1118¹/₂.—Re-test certificate of polariscopic test of sugar.]*Sugar return, showing polariscope test, under Department Circular No. 62, May 22, 1883.*U. S. LABORATORY, APPRAISER'S OFFICE,
New York, June 17th, 1885.

Laboratory No.	1st test.	2d test.	3d test.	Test for classification.	Laboratory No.	1st test.	2d test.	3d test.	Test for classification.
2513				88.80					
2514				90.00					
2515				90.00					

G. LANDSMANN.
S. F. BALL.Approved:
EDWARD SHERER,
Chemist in Charge.

[N. Y. Cat. No. 1118.—Certificate of polariscopic test of sugar.]

*Sugar return, showing polariscope test, under Department Circular No. 62, May 22, 1883.*U. S. LABORATORY, APPRAISER'S OFFICE,
New York, June 1, 1887.

Laboratory No.	1st test.	2d test.	3d test.	Test for classification.	Laboratory No.	1st test.	2d test.	3d test.	Test for classification.
Verified.									
465	96.2	L.....	.....	96.2					
464	96.5	A.....	.....	96.5					
469	95	R.....	.....	95					
471	82.4	.....	.....	82.4					
470	96.6	.....	.....	96.6					

H. J. ABBOTT.
ROBERT RIGNEY.
G. LANDSMANN,Approved:
EDWARD SHERER,
Chemist in Charge

[N. Y. Cat. No. 1118 $\frac{1}{2}$.—Certificate of polariscopic test of sugar.]*Sugar return, showing polariscope test, under Department Circular No. 62, May 22, 1883.*U. S. LABORATORY, APPRAISER'S OFFICE,
New York, June 25, 1885.

Laboratory No.	1st test.	2d test.	3d test.	Test for classification.	Laboratory No.	1st test.	2d test.	3d test.	Test for classification.
B.	84	83.7	.....	83.7					
3060	85.3	85	.....	85					
3061	85.8	86	.....	85.8					
3062	89.3	89.5	.....	89.3					

H. J. ABBOTT.
WM. H. TOWNSEND.Approved:
EDWARD SHERER,
Chemist in Charge.

EXHIBIT 178.

PORT OF NEW YORK, APPRAISER'S OFFICE,
402 Washington st., New York, July 21st, 1887.Mr. LEWIS McMULLEN,
Appraiser of the Port, New York:

SIR: I have respectfully to ask under what authority of law or Department regulation sugar importers or their brokers are entitled to demand re-tests of their sugars after the original test for classification has been made in the absence of any evidence furnished by them showing that such classification was erroneous, and why said requests are complied with?

I find that no written requests for re-tests and re-samples of sugars from sugar brokers are on file in the 8th division of the appraiser's store prior to March 1, 1885. Will you please inform me if written requests from sugar importers and their brokers were required or made previous to that date, and if so, why they are not on file, and if destroyed, by whose authority? Please furnish copy of official order permitting or directing their destruction.

I have also to respectfully request that you will inform me by what authority of law, when in the classification of sugars at this port written or verbal requests are made by sugar brokers for re-tests and re-samples, and particularly in cases where as many as three and four tests of the same sample of sugar have been made and where the original or first test for classification was the lowest, said lowest test is invariably accepted by you as the test for classification without regard to the results ascertained by subsequent tests made in conformity with said written or verbal requests of the sugar brokers, and which would advance the classification for duty, if considered?

Very respectfully,

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 178 A.

PORT OF NEW YORK, APPRAISER'S OFFICE,
402 Washington st., July 26th, 1887.LEWIS McMULLEN, Esq.,
Appraiser:

SIR: Referring to a letter from T. Aubrey Byrne, Special Treasury Officer, under date of the 21st instant, I have to report on the questions propounded, as follows:

1st Question. "Under what authority of law or Department regulations sugar importers or their brokers are entitled to demand re-tests of their sugars after the original test for classification has been made, in the absence of any evidence furnished by them showing that such classification was erroneous; and why said requests are complied with?"

Ans. Par. 33 (S. S. 5725) states that sugars not above No. 13 Dutch standard in color shall be selected by the experts in the examining room according to marks and from origi-

nal samples of each mark, thoroughly mixed; a round, tin sample-box full, properly numbered, shall, with as little delay as possible, be transmitted to the laboratory for polariscopic test. An additional sample, prepared in the same manner, shall be held in the examination room until the *final classification* is determined. The additional sample (2d) called for in the above paragraph is the one from which re-tests are always made. This sample is intended for, and is retained for, the purpose of correcting any error that might possibly occur in the test of the 1st sample. The experts of this division consider this as clearly in accordance with the spirit and intent of the aforesaid paragraph.

We do not consider the final classification as determined until the return is made on the invoice preparatory to its being forwarded to the custom-house; prior to this action we consider it our duty to take such action, if requested to do so, as will verify the correctness of the original test; if, in our opinion, the test of the original sample of a cargo of sugar shows a lower test than the sugar warrants, we have the right (and often exercise it) to test the retained sample, in the absence of any request from the importers for such action.

Question No. 2. "I find that no written requests for re-tests and re-samples of sugars from sugar brokers are on file in the 8th division of the appraiser's office prior to March 1, 1885. Will you please inform me if written requests from sugar importers or their brokers were required or made previous to that date, and if so, why they are not on file, and if destroyed, by whose authority? Please furnish copy of official order permitting or directing their destruction."

Ans. Requests for re-tests and re-samples from sugar importers and their brokers have been made from the time the act of March 3d, 1883 (S. S. 5725), went into operation. We have no copy of official order permitting or directing their destruction. Requests for re-tests and re-samples were, I am informed, considered by Frank Hay, my predecessor as asst. appraiser, as simply memoranda, and, after the return of an invoice to the custom-house and its final liquidation, could be considered as waste paper, of no consequence whatever, and were by his instructions treated accordingly. The test-book was considered as ample and sufficient record, containing, as it does, full and complete account of all samples, re-samples, tests, re-tests, etc.

Question No. 3. "I have also to respectfully request that you will inform me by what authority of law when in the classification of sugars at this port written or verbal requests are made by sugar brokers for re-tests and re-samples, and particularly in cases where as many as three and four tests of the same sample of sugar have been made, and where the original or first test for classification was lowest, said lowest test is invariably accepted by you as the test for classification without regard to the results ascertained by subsequent tests made in conformity with said written or verbal requests of the sugar brokers, and which would advance the classification for duty, if considered."

Ans. As to test accepted for classification, I desire to state that it is a well-known and scientific fact that the 2d or retained sample will on account of the drying out (caused by evaporation of moisture) test higher than the original or first sample. If the test of the 1st sample is correct, long experience has shown that the 2d or retained sample will always show a somewhat higher test.

It will be an act of injustice to hold the importers to the increase as shown in the test of a retained sample, especially so when in a great many instances, owing to the great amount of work on hand, several days intervene before a re-test can be procured. If the test of a retained sample were to show a great variance between that and the original, the officers of this division would proceed to re-sample the entire cargo in accordance with (S. S. 5858) circulars of August 13, 1883. If on a re-sample a higher polariscopic test were to be shown than the original the importers would be obliged to accept the latter test as a base for classification.

Very respectfully,

THOMAS S. TICE,
Asst. Appraiser 8th Division.

EXHIBIT 178 B.

NEW YORK, July 27, 1887.

Asst. Appraiser T. S. TICE states as follows:

This letter that you hand me, dated July 26, addressed to Appraiser McMullen by me as asst. appr., and by that officer referred to Mr. T. Aubrey Byrne, special Treasury officer, is in answer to your communication of the 21st instant addressed to him, was not compiled by me, neither did I make any suggestion or give any information whereby it was made up. I think I handed your letter requesting certain information, dated the 21st inst., above referred to, to Examiner Remsen, but it might have been to Clerk Trainer. Clerk Trainer wrote out the letter, but when he handed it to me I asked

him if he had shown it to Mr. Remsen, and if he, Mr. Remsen, was satisfied as to its correctness, to which he replied that he was perfectly satisfied. I signed the letter officially as prepared by Clerk Trainer and Examiner Remsen.

THOMAS S. TICE.

Sworn to and subscribed before me this 27th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 178 C.

NEW YORK, *July 27, 1887.*

Examiner REMSEN states as follows:

The letter just shown me addressed to the appraiser by Ass't Appraiser Tice, under date of July 26, 1887, in reference to the law or authority permitting importers and brokers to demand re-tests of sugar classifications, etc., was compiled by Clerk Trainer, of the 8th division, and myself, and presented to Ass't Appraiser Tice for signature.

A. G. REMSEN,
Exr. 8th Div.

Sworn to and subscribed before me this 27th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 178 D.

NEW YORK, *July 27, 1887.*

CHAS. H. TRAINER, sampler and acting clerk, 8th division, states as follows:

I identify the letter handed me by you, which is addressed to the appraiser of the port by Asst. Appraiser Tice, under date of the 26th instant, which letter was composed by Examiner Remsen and myself and written by me, and is a reply to your letter of the 21st instant addressed to the appraiser, relative to the law or authority permitting the granting of re-tests on demand of importers and their brokers, and other matters pertaining thereto, said letter having been referred by the appraiser to the assistant appraiser for reply.

CHAS. H. TRAINER.

Sworn to and subscribed before me this 27th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT 205.

COUNTY, CITY, AND STATE OF NEW YORK, ss:

This is to certify that I, Charles F. Taylor, of New York City, N. Y., did on December 13th, 1886, receive from Mr. T. Aubrey Byrne three (3) samples of raw sugar, and was requested by him to take the same to Messrs. Sherer Bros., chemists, 122 Front street, New York City, and to obtain "close tests" by polariscope on the three samples.

On the same day, at 4.30 p. m., I went to the laboratory of Messrs. Sherer Brothers, 122 Front street, but found that the chemists had gone for the day.

At 9.40 a. m., Dec. 14th, '86, I again called at Sherer Bro.'s laboratory, and asked the young man who waited upon me to have Mr. Sherer make close tests on the three samples which I presented to him; this he promised should be done, requesting me to call at 12 o'clock the same day for the results of the tests; he remarked that this was the first transaction they (Sherer Bros.) had had with my employers, I having previously informed him that I was in the employ of W. H. Power, of the Produce Exchange.

At 11.57 a. m. the same day I called for the tests and received the "certificate of polarization" annexed and marked "A," which, when presented to me, was printed on the bottom "Sherer Brothers." I then paid him his charge for the work, three dollars (\$3), and asked him for a receipt, which he gave, annexed and marked "B." He stamped both certificate and receipt with Sherer Bros.' office stamp. I asked him to sign the receipt and certificate, at first he objected, but after a little pressing he signed

the name of "Sherer Bros." to both. He gave me to understand that one of the Sherers had made the tests. I then took the samples of sugar and left the place.

On or about December 27th, 1886, I again called at the laboratory of Sherer Bros. and ask the young man I had previously met there who had made the tests on the samples I had previously brought him. He recalled the circumstance, and said he would look the transaction up and see who did make those tests. After referring to his books he said that he made them, as "Mr. Sherer was away that day." I said, "Your name is Mr. Kese, is it not?" He answered, "Yes." I said, "I asked you for Mr. Sherer's tests on those samples, as there was to be arbitration on the results." He replied, "Mr. Sherer is only here in the mornings. The rest of the day he is out appraising cargoes."

On January 5th, 1887, I called again at Sherer Bros.' laboratory, at 10.40 o'clock a. m., and handed to the same man I had met there before two (2) samples of sugar, requesting that Mr. Sherer personally make the tests. He said he would give the samples to Mr. Sherer when he came in, which would "be about noon or late in the afternoon." I said I would call about 4.30 p. m.

I did not call until 10 o'clock the next day, Jan. 6th, and I asked for the samples which I left for Mr. Sherer to test. He said, "Mr. Sherer has not tested these samples, and if you want his personal test you must take them to the U. S. laboratory, Washington street, where he may give you his personal test," adding that "Sherer has no connection with this place." I made no reply, took the samples, and left, for he, Keese, was in rather a flurried state, showing evident feeling in the matter, as though I had doubted his word.

I forgot to state that during my call at Sherer Bros.' place, on December 27th, '86, I said to him that I was informed that the usual price for testing was 75c. for each sample. He answered that 75c. per sample was the price for testing a large quantity, say, from 25 to 75 per week; for instance, such quantities as they received from Howells & Co. The reason I referred to the price was because he had charged me one dollar (\$1) per sample, which I paid with money given me by Mr. T. Aubrey Byrne for this purpose.

The above is a true statement of the facts as they occurred; in testimony of which I affix my hand and seal this twelfth day of January, A. D. 1887.

CHAS. F. TAYLOR.

Sworn to before me this 12th day of January, 1887, by Chas. F. Taylor, to me personally known and known to me to be the same person who executed the above instruments.

THEO. C. KOBBE,
Notary Public.

Witness by me this day, Jan'y 12th, 1887.

W. D. HOWDEN.

Certif. filed in N. Y. County.

A.

SUGAR CERTIFICATE.

[Sherer Brothers, analytical chemists, laboratory for sugar analysis, 122 Front street, Rooms 16 and 17.]

NEW YORK, Dec. 14, 1886.

Mr. W. H. POWER:

[T. A. B.]

We hereby certify that we have examined the samples of "sugar" marked as below, and find them to contain as follows:

(27017)

Marks.	Cane sugar per cent- age.
914 Iloilo, fr. S. and M.....	80.4
931 " " ".....	82.8
309 Centrif., W. and H.....	96.5

SHERER & BROS.
SHERER BROTHERS,
Analytical Chemists.

B.

NEW YORK, Dec. 14th, 1886.

[T. A. B.]

Mr. W. H. Power to Sherer Bros., Dr.

[Analytical and consulting chemists, 122 Front street, rooms 16 and 17.]

For 3 Det cane sugar ----- 3.00

12, 14, '86. Paid.

SHERER BROS.

EXHIBIT 211.

B'KL'N, Oct. 17, '87.

Mr. T. AUBURY BYRNE:

DEAR SIR: The following are the answer to the question of yours of Sep. 28, '87:

1st. Not 86 North 1st street, but 66 and 68 North 1st, B'kl'n.

2nd. Sherrer Bros. leased the premises; John A. and Edward Sherrer.

3rd. The lease was made out for one year to the first of May, 1885. They did not pay April month and left their machinery on the premises until the first of June, 1885, when the mortgage was foreclosed by the A. C. Keeney estate.

4th. Sherrer Bros. commenced to pay rent June, 1884. March, 1885, was the last month they paid. The month of April was never paid. They left their machinery in the premises all the month of May, consequently holding possession all the months, and on the 1st, or after the mortgage was foreclosed.

5th. I brought a suit as my mother's agent for (\$150) one hundred and fifty dollars, being two months' rent, for the months of April and May, 1885. We expected to collect for these two months, as they held possession.

6th. I had all the dealings with Sherrers; mostly with John A. Sherrer; I had very little to do with Edward, the Turkish consul.

7th. As I most always did the business with John A. Sherrer, I consequently recognized him as the principal; I don't remember of Edward Sherrer having paid rent to me personally or otherwise.

8th. The rent was paid monthly in advance; sometimes by John A. Sherrer, and at other times it was sent down to me by an employé, mostly in a check signed Sherrer Bros., or John A. and Edward Shener. I of course have no checks, as I always had them turned into cash.

9th. The Sherrer Bros. commenced to manufacture about June, 1884, and closed Mar., 1885.

10th. I saw both John A. and Edward about the premises and judged they both gave orders one way or another towards the manufacture of the bronze powder.

John A. Sherrer came most every day; Edward did not come so often. They came at different times of the day. I think it was mostly in the morning; oftentimes twice a day.

11th. I have no card or printed matter of any kind; should I come across any will send it to you.

12th. I have seen the powder taken away, or I supposed it was such, as it was packed in boxes. I don't know of any firm whom they sold it to; had I known of this matter sooner I could have found out. Don't know what kind of a business they did, but they made a lot of powder.

13th. The A. C. Keeney estate held a chattel mortgage, which they foreclosed June, 1885.

14th. The bills were made out to Sherrer Bros.

15th. I understood Sherrer Bros. bought out the Manhattan Bronze Powder Co., and think they call it the Atlantic Bronze Powder Co.; am not sure.

16th. I sued John A. and Edward Sherer.

17th. John A. Sherer makes a false statement when he says he paid April month, and as they held possession of the premises I sued for the two months; *none of this has been paid.*

18th. I called several times at the appraiser's office and saw both John A. and Edward in different offices. I considered both of them liable for the rent, hence the suit; but as I stated before, John A. Sherer was the one I did the most business with.

19th. I also called several times at their office on Front street, New York. The rent of these premises was with steam-power, and was very cheap, considering the amount of power they used, and was a serious loss to my mother, she being a widow, and it was all she had to depend upon for a living and to pay her interest, taxes, etc., with.

Trusting this will be satisfactory, I am, truly, yours,

BENJ. C. WAITE.

P. S.—Do you think there is any chance of getting this money? Kindly let me know.
Yours, &c.,

B. C. W.

EXHIBIT 211½.

BROOKLYN, N. Y., Nov. 19, 1887.

Mr. T. AUBREY BYRNE,
Special Treasury Officer:

SIR: The following are the answers to the questions of your communication of September 28th last:

First. The location of the bronze powder factory operated by the Messrs. Sherer was at 66 and 68 North First street, Brooklyn, the ground floor being occupied by me for my business.

Second. Sherer Bros. leased the premises, viz, John A. and Edward Sherer.

Third. The lease was made out for one year to the 1st of May, 1885. They did not pay the rent for April, 1885, and left their machinery on the premises until the 1st of June, 1885, when the mortgage was foreclosed by the A. C. Keeney estate.

Fourth. Sherer Bros. began paying rent in June, 1884. March, 1885, was the last month's rent they paid, and as they did not pay the rent for April, and left their machinery on the premises during the month of May (thus occupying the premises), they were indebted for two months' rent up to the time the mortgage was foreclosed.

Fifth. I brought suit as my mother's agent for \$150, the amount of rent for the two months mentioned.

Sixth. I had conducted all the business transactions with them as my mother's agent; mostly with John A. Sherer, and had very little to do with Edward Sherer.

Seventh. As I most always transacted all business with John A. Sherer, I naturally recognized him as the principal. I do not remember that Edward Sherer ever paid me any rent personally or otherwise.

Eighth. The rent was paid monthly in advance, sometimes by John A. Sherer, and at other times it was sent downstairs to me by an employé, mostly in a check signed Sherer Bros., or John A. and Edward Sherer. As I of course deposited the checks I have none in my possession.

Ninth. Sherer Bros. commenced manufacturing about June, 1884, and closed March, 1885.

Tenth. I saw both the Sherers about the premises, and judged from observation that they both had direction of the manufacture of the bronze powder.

Eleventh. John A. Sherer was at the factory almost every day. Edward Sherer did not come so often. They came at different times of the day, but mostly in the mornings and sometimes twice a day.

Twelfth. I saw the powder taken away, or I supposed it was such, as it was packed in boxes. Do not know to whom they sold it, but they shipped considerable.

Thirteenth. The A. C. Keeney estate held a chattel mortgage on the fixtures and machinery.

Fourteenth. The bills for rent were made out to Sherer Bros.

Fifteenth. I understood that Sherer Bros. bought out the Manhattan Bronze Powder Co., and think they called it the Atlantic Bronze Powder Co., but am not certain.

Sixteenth. I entered suit against John A. and Edward Sherer.

Seventeenth. John A. Sherer makes a false statement when he says he paid April rent.

Eighteenth. I called several times at the appraiser's office, and saw both John A. and Edward Sherer in different offices. I considered both of them liable for the rent, hence the suit against both, but as stated before. I did most of the business with John A. Sherer.

Nineteenth. I also called several times at the office of Sherer Bros., No. 122 Front st., New York, while endeavoring to collect this rent.

Twentieth. The rent of the premises was with steam power and was very cheap, considering the amount of power used, and was a serious loss to my mother, she being a

widow, and who is entirely dependent upon this income for her living, and also out of which she has interest, taxes, and insurance to pay.

BENJ. C. WAITE.

Sworn and subscribed to before me this nineteenth day of November, A. D. 1887.

LEON HIRSH,
Notary Public, Kings Co., N. Y.

The erasure and interpolation in question fourth, fifth line, were made before signing.

L. HIRSH,
Notary Public.

[In original copy the words "for which," after the words "two month's rent," were erased and "up to the time" substituted.—Printer.]

STATEMENT 000.

NEW YORK, *July 29, 1887.*

Examiners McELWEE, FOSKETT, and Samplers FREEBORN and FLOCKEN, having been detailed by Asst. Appraiser Tice, at the request of Special Treasury Officer Byrne, to take samples from certain so-called damage mats of Iloilo sugar, upon which application for damage had been made (see copy of same annexed), states as follows:

Upon proceeding to Woodruff's stores, Brooklyn, where the cargo of the barque *Josie Troop* had been unloaded and stored, we made inquiry of the storekeeper (Roberts) as to the whereabouts of the alleged damage package of said cargo and their number. He informed us they were in stores L and P and numbered 3,350 mats, the damage being claimed on 3,500 mats or bags. (See copy of damage application.)

On proceeding to said stores, accompanied by the said Government store-keeper above alluded to, he designated three separate piles, which had been laid out as damaged sugar, but not stencilled as such; by careful estimate of the three piles they aggregated in our judgment about 1,500 mats.

In accordance with instructions of Special Treasury Officer Byrne, we proceeded to sample all mats or bags in these three piles, which showed also traces of previous sampling or cutting. The samples taken by us are herewith submitted.

We found that only 19 mats of these three piles gave any evidence of being previously sampled or cut, and these 19 mats were confined exclusively to the two piles in store L. The mats, 19 in number, as mentioned, were identified by the Government store-keeper as those which had been sampled by Damage Examiner John Sherer previously. These samples had been drawn from the ends or "ears" of the mats, while the regulations require that all samples of sugars shall be drawn from the centre of the package as per paragraph 18.

In this connection we would state that all samples of sugars drawn from bags or mats at the ends or ears, as above stated, must necessarily be of a lower grade than that which is drawn from the center of the package. We also consider that the requirements in paragraph 44, as to "care being exercised that the samples so taken fairly represented the proportion and degree of damage each grade in the different classes," in this instance has been ignored, for the reason that 19 mats, in our estimation, is in no sense a proper representation of the 3,350 mats upon which damage is claimed; neither do we consider it a fair estimation of the 1,500 mats of damaged packages as shown us by the store-keeper. The dock man who stored them away also pointed out these 1,500 mats to us as those which had been laid out from this cargo as damaged. We all, with the exception of Sampler Flocken, saw marks "A," "B," and "C" in the damaged piles, which is clearly in violation of paragraphs 13 and 14.

We proceeded to draw what in our estimation was a fair representation of 1,500 bags (so-called damaged bags), namely: 5 per cent. being 75 samples. In fact we drew 85 samples, taking them promiscuously from the three piles, and these are the samples which we hand you, which were sealed up by us last night and are intact this morning. These samples were drawn between 4.30 and 6.30 p. m. of yesterday, July 28th. The larger proportion of these 1,500 alleged damage mats were not, in our opinion, deserving of any consideration as being damaged. Examiners Foskett and McElwee herein separately state that upon careful examination they fail to find any damaged packages in the pile of store P, estimated to number 700 mats.

Before closing this statement we would state in addition that from the 19 damaged mats, from which samples had been drawn by Damage Examiner Sherer as stated, we drew a sample from each one from as nearly the center as possible. Those samples we hand you, marked "A," No. 710. From the 5 per cent. of the 1,500 mats of the alleged

damaged sugar taken promiscuously from the three piles we drew 85 samples. These we hand you, marked "B," No. 711.

It is our opinion that the 19 sample mats represented by sample marked "A" were the worst packages of the alleged 3,500 upon which damage is claimed, and these are damaged but very slightly. All the balance of the alleged damaged mats, represented by sample marked "B," does not show sugar upon which the importer is entitled to damage.

For the information of the hon. Secretary of the Treasury we respectfully submit the following:

First. As per importer's application for damage allowance on 3,500 bags, we are informed by the storekeeper that there was only 3,350 bags.

Second. We find upon examination there are only about 1,500 bags.

Third. That marks A, B, and C were promiscuously scattered in the alleged damage piles.

Fourth. We found that but 19 bags had been sampled by the damage examiner as far as we could see, and these samples irregularly drawn from the ends of the package.

Fifth. None of these alleged damage packages had been stencilled "Damaged."

Sixth. We were informed by the U. S. storekeeper that these alleged damaged packages had not been disturbed since the damage examiner had drawn his samples.

Seventh. This being the fact, the samples, as drawn by the damage examiner, could not properly have been done.

This statement has been made in reply to interrogatories propounded by Special Treasury Officer Byrne.

We will further add, that from our experience and knowledge of the labor and difficulties surrounding and attending the sampling of sugars, that it would be to the best interests of the revenue in every particular that the sampling of damaged sugars should come under the jurisdiction of the asst. appraiser of the 8th division and be always performed by his officers; and that every package of sugar upon which damage is claimed should be sampled. With this exception, the sampling regulations which apply to the sampling of sound sugars should apply to damaged sugars.

We are further strongly of the opinion that any application for damage on sugars should be made by the importer or his representative within 24 hours after the completion of the weighing of the cargo.

JNO. STUART McELWEE, *Examiner.*

BYRON D. C. FOSKET, *Examiner.*

A. B. FREEBORN, *Sampler.*

N. FLOCKEN, *Sampler.*

Sworn and subscribed to before me this 29th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

EXHIBIT DD.

NEW YORK, July 14, 1887.

SAMUEL F. BALL, sampler, detailed as examiner, states as follows:

My duties are confined to the polarization and testing of sugars. On June 10, '85, or thereabouts, I was appointed as opener and packer, and Oct. 13 was made a sampler. I was detailed when first appointed to the laboratory, and have been employed there ever since, and have acted in the capacity of an examiner ever since my first appointment. I am not allowed to officially sign the laboratory certificates of tests made by me from the fact, as I presume, that I am not officially an examiner. Theodore G. Moore, an examiner, also reads the polariscope and signs the certificates of tests made by him.

I first commenced to test sugars in the laboratory of Sherer Bros., chemists, 122 Front st., this city, about 1882 or 1883, and remained with them in their employ for about two years, when I went to the Brooklyn Sugar Refinery as chemist.

I am 23 years of age. While in the employ of Sherer Bros. I acquired the practical knowledge of testing sugars, being instructed particularly and altogether by Mr. W. J. Rigney, chemist at the Messrs. Sherer Bros. I understood I was working for the firm of Sherer Brothers, and although I was in the employ of the said firm two years or thereabouts, I am unable to state whether Mr. Rigney was a member of the firm or an employé, although I was under his direction. I did not receive instruction of any kind, either from Dr. Edward Sherer or Mr. John Sherer, while I was in the employ of said Sherer Bros. I have never seen Dr. Edward Sherer in the office of Sherer Bros., at 122 Front st., while I was in their employ. He might have come in the place when I was out. I have seen Mr. John Sherer there occasionally. I believe he had damage samples which he brought to the laboratory of the firm in question and tested them there. I have assisted him in these tests.

I did not read the polariscope on Mr. Jno. Sherer's test of damage samples, but I mixed the samples and assisted generally. He might appear at the laboratory there at any time of the day with the samples of damaged sugars. When we were crowded on work at Sherer Bros.'s laboratory we tested sugars at night. I can not swear that he has not tested damaged sugars at night. The office immediately adjoining the sugar laboratory of Sherer Bros., at 122 Front street, is the office of the Turkish consul, and Dr. Edward Sherer is the Turkish consul, and there is a door connecting the office of the laboratory with that of the consulate, and as a matter of fact that door remains open unless there are visitors in the consulate, and it does not follow that the door would be closed when the visitors were there.

I have never seen the Turkish consul in his office at any time. There was a bell attached to the outside door of the consulate, which we could always hear if any one entered the consul's office. If I were testing sugars at the polariscope no one could get into the consul's office unobserved by me, generally speaking. If my back was turned to the consul's room then the bell would be the only indication of any entrance to the consul's room. I have done work in the consular office, stamping clearance papers, etc., for the Turkish consul.

To the best of my knowledge and belief, Dr. Edward Sherer was at that time, and is at the present, the Turkish consul at the port of New York, although I do not wish to make affidavit to that effect.

I have heard people call at the office and ask for the Turkish consul and presumed they meant Dr. Sherer, and referred them to Mr. W. J. Rigney, as Dr. Sherer did not visit the consulate, and I have never seen him in Sherer Bros.' laboratory.

For a time there was a man named Keyes also employed in Sherer Bros.' laboratory, who was a relative of the Sherers. I will not state positively that I have not been in Sherer Bros.' laboratory during the past twelve months. About January 15th, last, I was in their laboratory and saw Burton Keyes there, the aforementioned relative, and a boy. Mr. Burton Keyes, I think, succeeded Mr. Rigney in the laboratory of Sherer Bros. I do not, and never did know who constitute the firm of Sherer Bros., "analytical and consulting chemists." The analytical business of the firm in question while I was with them was principally the testing of sugars. I think I heard Mr. Rigney speak of the bronze powder that Dr. Sherer made. I never knew that Dr. Sherer was engaged in the manufacture of bronze powder. I generally use Dr. Sherer's polariscope when I test sugars.

We have no other quartz-plates in the laboratory, to my knowledge, other than one marked 96 and one marked 99.1. Another plate, however, marked 99.1-2, is, I believe, in Boston, but I do not know that it came from this laboratory. I can not tell which of the two quartz-plates, 96 or 99.1, is the standard, as I use either. I have heard it stated that the 99.1-2 plate is marked correctly, so Dr. Sherer has informed me. Mr. Rigney and I have been working together for the last ten days, and in that time we have made about five re-tests. If I were testing sugar for refineries, as I have in the past, and found a variance of two-tenths ($\frac{2}{10}$) in the reading of the same solution, I would make a third reading. This is not done in the U. S. laboratory. If the reading in the laboratory is 95.9 and 96.1, the tubes are re-read, because they are not in the same classification. In explanation, if the second reading was maintained, both tubes reading 96.1, then the duty would be assessed at 97. If I read the sugar 96.5 and the second reading is 96.4, then there would be no question in my mind as to the value of the difference of one-tenth, because it makes no difference in the classification for duty. When one-tenth of a degree will throw the classification for duty up one full degree, viz, $\frac{4}{100}$ cents per pound, and it is $\frac{1}{10}$ I let it stand as one-tenth, although it throws the duty up one full degree. The way I give the merchant the benefit of the doubt is, if a question arises in my mind whether a sugar polarizes for instance 95 or 95.1, I will set the test for classification at 95.

I decline to answer as to whether Mr. Jas. S. Dale, an employé of the sugar room of the appraiser's store, loans money to other employés in the building, because I consider it an improper question. I also decline to answer whether or not I have borrowed money from Mr. Dale. I also decline to state whether I have heard any of the employés state that they had borrowed money of him.

I subscribe to the oath for my month's pay before the end of the month and before the services have been performed by me. I understand this to be the custom here.

I have never seen Sugar-Broker Burt in the laboratory. I have private reasons, which I do not propose to state, for saying that I am under no obligations, directly or indirectly, to Sugar-Broker Burt.

I know Mr. Theo. G. Morse, an examiner in the laboratory, and consider him capable of polarizing sugar. He signs certificates of tests.

S. F. BALL.

Sworn to and subscribed before me this 14th day of July, A. D. 1887.

T. AUBREY BYRNE,
Special Treasury Officer.

N. Y., July 15, 1887.

SAMUEL F. BALL. Further examination:

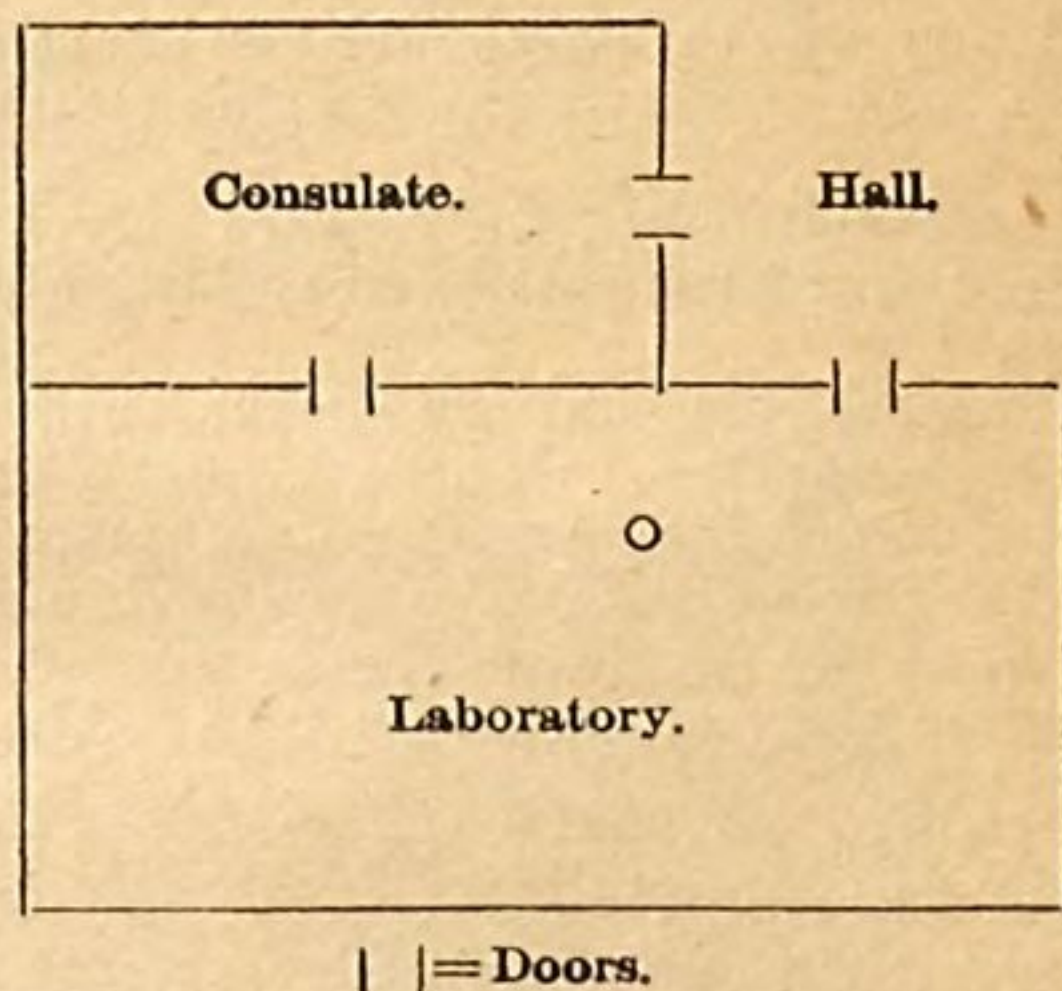
I have had no conversation with any one in the laboratory relative to my or their examination on the sugar investigation since my first being sworn.

S. F. BALL.

Sworn and subscribed before me this 15th day of July, 1887.

T. AUBREY BYRNE,
Spl. Treas'y Officer.

*Diagram made of Sherer Bros.' laboratory and Turkish consul's office, made by Sam'l F. Ball,
July 14, 1887.*



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LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

Three additional claims under the "Fourth of July act."

FEBRUARY 22, 1889.—Referred to the Committee on Claims and ordered to be printed.

TREASURY DEPARTMENT,
February 21, 1889.

SIR: I have the honor to transmit herewith for the consideration of Congress a copy of a report by the Third Auditor of this date of the allowance of three additional cases under the provisions of the act of July 4, 1864, since those reported to Congress January 17, 1889, and printed in House Executive Document No. 84, present session, provision for which is reported in House bill 12384, now before the Senate Committee on Claims. These claims are transmitted to close the present settlements of the accounting officers, and because of the fact that allowances of this class will be hereafter of infrequent occurrence.

Respectfully, yours,

HUGH S. THOMPSON,
Acting Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

TREASURY DEPARTMENT,
THIRD AUDITOR'S OFFICE,
Washington, D. C., February 21, 1889.

SIR: Since my letter to you of January 17, 1889, transmitting claims which had been examined and allowed under the provisions of the act of July 4, 1864, three cases of that class have been allowed. If they can now be added to the list above referred to, and appropriation for their payment should be made at the present session, delay of probably one year will be saved to the claimants.

Appended is a schedule of the three cases.

Very respectfully,

JNO. S. WILLIAMS,
Auditor.

Hon. C. S. FAIRCHILD,
Secretary of the Treasury.

Quartermaster's stores.

No. 79803.—Pool, Caroline, deceased; T. M. Lambert, administrator of, Union County, Ky.....	\$150
No. 47821.—Scott, A. R., Shelby County, Ky.....	460
No. 93277.—Tener, Jonathan, deceased; Jacob Tener and Dynes Tener, executors of, Adams County, Ohio.....	30

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L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

Report of the surveyor-general of New Mexico on private land claim No. 158.

FEBRUARY 22, 1889.—Referred to the Committee on Private Land Claims and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, February 20, 1889.

SIR: In pursuance of the requirements of the eighth section of the act of Congress approved July 22, 1854 (10 Stat., 308), I have the honor to transmit herewith for Congressional action the report of the United States surveyor-general for New Mexico on the private land claim in said Territory known as Cristobal de la Serna, or Los Ranchos de Taos grant, No. 158; also, copy of letter of the 18th instant from the Assistant Commissioner of the General Land Office, transmitting the report.

Very respectfully,

WM. F. VILAS,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., February 18, 1889.

SIR: I have the honor to transmit herewith, for submission to Congress, the report, in duplicate, of the surveyor-general for New Mexico under the eighth section of the act of Congress approved July 22, 1854 (10 Stat., p. 308), on the private land claim known as the Cristobal de la Serna, or Los Ranchos de Taos grant, No. 158.

I am, sir, very respectfully, your obedient servant,

T. J. ANDERSON,
Assistant Commissioner.

Hon. WILLIAM F. VILAS,
Secretary of the Interior.

File No. 109.]

[Reported No. 158.

TRANSCRIPT OF DOCUMENTS ON FILE IN THE OFFICE OF THE UNITED STATES SURVEYOR-GENERAL FOR NEW MEXICO IN THE MATTER OF THE PRIVATE LAND CLAIM KNOWN AS THE CRISTOBAL DE LA SERNA OR LOS RANCHOS DE TAOS GRANT.

File No. 109.]

[Reported No. 158.

Petition of claimants.

To the Hon. H. M. ATKINSON,

United States Surveyor-General for New Mexico:

You petitioners, the heirs and legal representatives of Cristobal de la Serna, respectfully represent that they are the owners of a certain tract of land situate in the valley of Taos, in the county of Taos, in the Territory of New Mexico, which was granted to the said Cristobal de la Serna on the 8th day of April, 1710, by the Marquis de la Peñuela, then governor and captain-general of New Mexico, at that time an ultra-marine province of the Spanish Monarchy.

That the grant so made was afterwards, to wit, May 31, 1715, recognized and revalidated by Governor and Captain-General Mogollon, and formal royal possession was by him ordered to be executed to said grantee, subject to the consent of the inhabitants of the adjoining Indian pueblo of Taos, and that said possession was accordingly executed to said grantee, de la Serna, on the 15 day of June, 1715, said inhabitants agreeing thereto as officially stated and certified on that date by the lieutenant chief alcalde of said governor and captain-general.

That on the 24th day of November, 1724, Inspector-General Juan Paez Hurtado officially examined and approved said grant to the said de la Serna, as a good and sufficient title, as stated and certified by him under date of said November 24th.

That the original papers constituting and accrediting the said grant and title as aforesaid are to be found among the archives of your office and are known therein as file No. 830, and your petitioners pray that the same be taken from among the said archives and transferred to and made a part of this claim for said tract of land.

That the said tract of land has now permanently residing upon it at least six hundred heads of families who are settled in towns and ranches thereon, and who are in the quiet and uninterrupted possession and enjoyment of said land.

That your petitioners herewith present a due translation of the title papers aforesaid, and also a sketch-map of said tract of land, and, should your honor require, will present testimony of the facts set forth in the foregoing statements.

Your petitioners pray that their said title to said tract of land be taken up and passed upon by your honor at an early day, under the eighth article of the treaty of Guadalupe Hidalgo and the eighth section of the act of Congress of July 22, 1854, establishing your office, and they ask that said grant be approved and confirmed to the heirs and legal representatives of the said Cristobal de la Serna, original grantee aforesaid.

SAM'L ELLISON,
Attorney for Petitioners.

File No. 109.]

[Reported No. 158

Supplemental petition of claimants.

SANTA FÉ, N. MEX, December 12th, 1887.

To Hon. GEORGE W. JULIAN,

Surveyor-General of New Mexico:

Your petitioners, the legal representatives of Cristobal de la Serna, the original grantees and the heirs and legal representatives of Diego Romero, the immediate successor of said Cristobal de la Serna to a tract of land known now as the Ranchos de Taos, respectfully represent before your honor that they, to wit, José de Jesus Torres, José Dolores Mondragon, Gregorio Mondragon, Ma. Felipe Torres, José de Jesus Torres, jr., Jose Benito Torres, José Tomas Torres, Agapito Ortega, Jesus M. Sandoval, Tomas Mondragon, Ma. Ant. Gonzales, Moises Chaves, Vicente F. Mondragon, José Damasio Mondragon, Mariano Romero, José Eug. Medina, Nabor Medina, Vicente F. Martinez, Pablita Gonzales de Mas, Antonio Duran, Donaciano Duran, Ma. de la Cruz Martinez, José Franc. Romero, Ma. Manuela Ortega, Miguel Ant. Romero, Juan Cristoval Romero, Juan Andres Romero, Ma. Ysabel Martin de Romero, José Tomas Romero, Felipe Vigil,

Francisco Torres, Paulino Torres, Juan F. Romero, Jacinto Cruz, Manuel Barela, Ant. Aban Romero, Francisco Fernandez, Rafel Romero, Ma. de la Luz Barela, José Natividad Mondragon, Ma. Josefa Mondragon, Matias Sena, Ma. de la Luz Martinez, Benicio Romero, Leonires Romero, José Manuel Gonzales, Ma. Dol. Mondragon de Gonzales, Juan E. Baca, Eljio L. Baca, Santiago Romero, Manuel Mondragon, Juan Andres Romero 2d, Nabor Mondragon, José G. Romero, Anastacio Archuleta, Pedro Trujillo, Ventura Trujillo, Ma. Andrea Trujillo, Juan Lorenzo Cruz, Juan de Jesus Aragon, Luciano Garcia, Marcelo Romero, Ant. D. Romero, José de Jesus Padilla, Ma. Conception Medina, José Reducindo Trujillo, Marcelina Vigil, Senobia Salazar, Ma. Josefa Vigil, Ant. Ma. Graham, Juan Pedro Cruz, Ma. Esquipula Abeyta, Euliojio Martinez, Andrea Tafoya, Juan Tofoya, Tomas de Aquino Salazar, Ma. Dolores Tofoya, Ursulo Trujillo, Catarina Mestas, Bernardo Gutierrez, José Ignacio Romo, Juan Abeyta, Ma. Alcarria Serna, José Domingo Tofoya, José Ilario Rodrigues, José Urban Mestas, Ospicio Gallejos, Pedro Ant. Tofoya, Antonio Romo, Jesus Ma. Romo, Benigno G. Romo, Juan de la Cruz Herera, José Domingo Fernandes, José Santos Tafoya, Juan de los Reyes Vigil, Jacinto Griego, Ignacio Sandoval, Benito Brito, Juan Isidro Medina, José Vivian Presques, Ma. Virginia Duran, Agapita Abeyta, Ma. Pastora Arogan, Juan de Dios Romero, Juan A. Vigil, Pedro Vigil, Ma. Soledad Cruz, Ma. Catarina Griego, Jesus Maria Griego, Francisco Romero, Donaciano Padilla, Faustin Medina, Romiendo Medina, Pedro Medina, Manuel Ant. Mestas, Mauricio Duran, Felipe Vigil y Quintana, José Manuel Candelario, Juan Baut. Romero, José de Jesus Trujillo, Juan Andres Romero 3d, José Polonio Romero, Altagracia Trujillo, Juan B. Vigil, Remiendo Montoya, José Bo. Vigil, Francisco Duran, Barbara Medina, Ambrosio Brito, Ma. Guadalupe Martinez, Leonardo Valerio, José Domingo Medina, Teodosio Lopez, Jesus Ma. Valerio, Guadalupe Martines, Encarnacion Mondragon, Severo Gonzales, Leandro Gonzales, Ma. Andrea Montoya, Felipe S. Gonzales, Ma. Jesus Abeyta, José Miguel Vigil, Antonio Salazar, Ma. Manuela Tafoya, José Ramon Trujillo, Ma. Ramona Abeyta, Juan B. Coca, Lucas Coca, José Rafel Tafoya, Batis Tafoya, Francisco Tafoya, Francisco Trujillo, Marcus Trijillo, Francisco Garcia, Francisco Vigil, Victor Trujillo, Miguel Gonzales, Ma. Dolores Gonzales, Ma. Rufina Tafoya, Ma. Teodora Martines, Diego Sandaval, Joaquin Sandoval, Ant. Bargas, Dicederio Fernandes, Norerto Uritz, Elfigo Martines, Agapito Cordova, Manuel Martinez, Juana Garcia, Maria Francisco Martinez, Ramon Martinez, Rafel Guiterres, Juan Martines, Vidal Martines, Rafel Salazar, Ramon Salazar, Blas Salazar, Manuel Salazar, Juan Domingo Quinto, Isabel Cordova, Jesus Maria Gomez, José Trujillo, Juan Ma. Espinoza, Juan Cristoval Fernandes, Salvador Duran, Felix Cortez, Solidad Duran, Juan Ant. Espinoza, Juan Martines, Manuel Madrill, Ma. Silveria Martinez, Manuel Jaramillo, José Ant. Santistevan, Isidor Santistevan, Ma. Gabina Martines, Aban Martines, Isack Martines, Juan de Dios Gonzales, Nicolas Garcia, Bonifacio Garcia, José Francisco Garcia, José Leonicio Martines, Antonio Ma. Martines, Ma. Carnuel Swasso, Selodon Garcia, Ma. Ant. Montoya, Ma. Virginia Gonzales, Ramon Martines y Montoya, Vidal Gurule, Abel Mondragon, G. A. Ross, José Leyon, Roman Sandoval, Juan de J. Cordova, Aniceto Trujillo, Samuel Gurule, Cassimiro Apodaca, Ma. Secelia Sandoval, José Merced Sandoval, Ma. de la Luz Lucero, Ma. Ant. Medina, Ma. Olojia Gonzales, José de la Cruz Herera, Juan Manuel Gonzales, José Ramon Gonzales, Abran Gonzales, Ma. Ant. Cordova, Chas. Hartt, Isais Castro, Squire Hartt, jr., Luisa Gurule, Salome Maes, David Martines, Manuel Garcia, José Enc. Caravajal, Chas. Gonzales, Rafel Gonzales, Irenio Gonzales, Juan E. Samora, Tomas Espinoza, Felipe Nero Vigil, Manuel G. Sanches, José M. Sanches, Juan Archulette, Ma. N. Lucero, Ma. Juana Gonzales, Carnuel Curule, José Guiterres, José Benito Coca, Pable Cassias, Rosa Tafoya, Ma. de la Luz Tafoya, Elisa Tafoya, José Domingo Mondragon, Nestor Mondragon, José Julio Vigil, David Struck, Pablo Martinez, Ma. Enc. Salazar, Narcisco Gutierrez, Antonio Medina, Deonicio Medina, Ant. Martines, José Lina Aragon, Daniel Trujillo, Teodosio Gonzales, Juan Ant. Gonzales, Refugio Vigil, Benito Mondragon, Diego Sanches, Nestor Fresques, Juan Gurule, Ma. Ramona Trujillo, José Dolores Gonzales, Juan P. Martinez, José Rafel Martines, Ant. Aban Cortez, Juan Ant. Duran, Felipe Valerio Lorenzo, Paskes, Squire T. Hartt, Lorenzo Lovato, Alexander Gusdorf, Melquiades Tafoya, Juan N. Cordova, Jesus Ma. Martines, y Ortiz, Felix, Romero, Maxmiano Romero, Juan Santistevan, Soledad Romero, Manuel Valdes, y Lovato, Geronimo Vigil, Agapito Martines, Virginia Gonzales, Maes, Ma. Rita Gonzales, Ma. Dolores Cordova, Simodecia Martines, Jesus Ma. Lucero, Maria Funcion Gonzales—all residents of the county of Taos, Territory of New Mexico, that they are the actual owners of a certain tract of land situated in the valley of Taos, in said county of Taos and Territory of New Mexico, which was granted to the said Cristoval de la Serna on the 28th day of April, A. D. 1710, by the Marquis de la Peñuela, then and at that time governor and captain-general of this province, New Mexico, according to the laws, usages, and customs of Spain for the granting of lands in this province of New Mexico.

Your petitioners further represent that on the 31st day of May, 1715, previous to a petition of the said Cristoval de la Serna to Don Juan Ignacio Flores de Mogollon, then

governor and captain-general of this province of New Mexico, the said governor did on said date, revalidate said grant to said Cristoval de la Serna and gave order to the chief alcalde of the pueblo of Taos, Juan de la Mora Pineda, to put in possession of said tract of land the said Cristoval de la Serna, original grantee ancestor of your petitioners; that on the 15th day of June, 1715, Juan de la Mora, then chief alcalde and war captain of said pueblo of Taos, gave judicial possession of said tract of land and marked the boundaries thereof, which are for one part, west, (el camino del medio) middle road; for the other, east, (ojo caliente) hot springs, and for the other, north, an old monument, and for the other, south, (the sierra) the mountains; which boundaries are obscure in this document, but are fully explained in further documentary evidence which are herewith presented.

Your petitioners further represent that on the 24th day of November, 1724, Diego Romero, a resident of the pueblo of Taos, presented the said grant of Cristoval de la Serna to Juan Paiz Hurtado, lt. gen. of the province of New Mexico and its inspector-general (visitador) and being such grant, recognized and seen by said inspector-general on said date, considered and declared said grant to be of sufficient title in form. That since that time, to wit, from the 24th of November, 1724, said grant and the original papers and the land therein contained were in possession and ownership of the said Diego Romero, and to establish this assertion reference is made to a partition of a portion of said land to the heirs of said Diego Romero at the death of his wife, Ma. San Joseph; said partition was made on the 17th day of August, 1735, to the heirs Andres, Francisco, and Ana Maria, by order of Col. Gervacia Crusut y Gongora, then governor of this province, and said original papers of said distribution are to be found in the archives of your office, No. 755.

Your petitioners further represent that the last will and testament of the said Diego Romero, made of the 13th day of June, 1742, he recognized as his own and disposed of said ranch of the Rio de las Trampas, as known at that time and now known as the Rio Grande del Rancho de San Francisco, and same was divided between his heirs, Andres, Francisco, and Ana Maria. Reference is made to said will, which is found amongst the papers of your office, marked No. 759.

Your petitioners further represent that on the 13th day of August, 1764, a partition was made to the heirs of the said Diego Romero, of said ranch between the three heirs, to wit: Andres, Francisco, and the heirs of Anna Ma., deceased; to prove this assertion reference is made to the original papers in regard to same to be found in your office among the archives, marked No. 778.

Your petitioners would further represent that on the 10th day of January, 1765, the last will and testament of Francisco Romero, son of said Diego Romero, was made, and he recognized to have 1,300 varas of land in the place then called Rio de las Trampas, his heirs being Joeeph, Josepha, and Ma. Antonio, which last will and testament and partition of the estate of the said Francisco Romero is to be found amongst the papers of the archives in your office, marked No. 781.

Your petitioners further represent that on the 20th day of April, 1787, Joseph Romero, son of aforesaid Francisco Romero, applied to Don Antonio José Lovato, chief alcalde and war captain of the pueblo of Toas and San Francisco del Rancho, asking to recognize the boundaries of his said ranch on said River de las Trampas, as called at that time, to avoid difficulties in the future, and said alcalde in view that the papers of said ranch of said Joseph Romero, inherited from his father, were destroyed or taken away by the Comanches, a savage tribe of Indians at that time in continuous war with the people of New Mexico, said chief alcalde, Antonio José Lovato, declared that boundaries of said ranch of Joseph Romero were, on the north the river of Don Fernando, on the south the Picuris Mountains, which the said alcalde did in compliance with his duties and by virtue of the authority given him by Governor and Commander Don Juan Baptista de Ansa, of this province of New Mexico, and then under the rule of the Government of Spain, as shown in Document No. 8, herewith submitted for your consideration, and ever since that time all sales and conveyances of land made on said Rio de las Trampas ranch mention the boundaries on the north, the Rio de Fernandes, and on the south the Sierra (or Picuris Mountains); to prove this reference is made to Document No. 7, herewith submitted.

Your petitioners further represent that in the year 1796 a grant was made to Tomas Montoya and others, the Rio de Don Fernando de Taos, to be settled, which grant took away from the land of the heirs and legal representatives of the said Diego Romero all said south side of the Rio de Don Fernando de Taos, to which grant the heirs and descendants of Diego Romero consented, establishing the north boundaries of the ranchos grant permanently at a point called La Cruz Alta (the high cross), and so has been recognized since then the divisory line between the lands of Fernando de Taos and Ranchos de Taos, which your petitioners have the actual possession and ownership of.

Your petitioners further represent that from the year 1795 up to the present date all sales and conveyances of land in said ranchos or Rio de las Trampas, made by the de-

scendants of said Romero and their purchasers, mention the northern line of said ranchos lands to the line of the settlers of Don Fernando or Cruz Alta, and on the south the Picuris Mountains; to prove this reference is made to documents marked Nos. 9, 10, and 11, herewith submitted for your consideration.

Your petitioners respectfully call your attention to the fact that the authority and power of said governors to make grants, reference is made to the laws and decrees of the Crown of Spain which were in force in this province of New Mexico at that time. That the grantee mentioned in the original papers by his legal representatives and assigns did erect buildings, established towns, and lived upon and cultivated said tract of land since said tract of land was granted and judicial possession taken thereof up to the present date, and which tract of land was fully recognized and respected by the former Spanish and Mexican Governments as a bona fide grant, and property of said legal representatives of the original grantee, and your petitioners as such are now and always have been in the quiet and peaceable possession and enjoyment of the same, without perturbation or molestation.

Your petitioners would further represent that they are desirous of bringing before your honor for examination witnesses to prove besides the documentary evidence herewith offered and submitted to prove a continuous possession of the lands claimed, and such other matters and things as your honor may require evidence concerning said lands claimed.

Your petitioners further represent that for more definite information and particulars reference is made to the original papers, and translation of same, constituting and accrediting the said grant and title as aforesaid are to be found amongst the archives of your office as file No. 830, and your petitioners pray the same to be taken from among the archives and transferred to and made part of this petition for said tract of land.

Your petitioners further represent that they assert and claim a perfect and absolute title to said land, and that the grant aforesaid made in good faith under the laws, usage, and customs of the Kingdom of Spain.

Your petitioners further represent that the amount of land claimed is not known, as no survey has ever been made of said grant, but in our judgment to be about 20,000 acres, more or less, and that the said land is non-mineral, and that same is situated at what is known as Ranchos de Taos and Rio Chiquito and Llano Quemado, all within the county of Taos and Territory of New Mexico; and further, it is not known to be in conflict with any other grant excepting an erroneous survey of Antonio La Rox grant extending over a part of said Serna grant.

All translations required to be made will be furnished by our attorney, Mr. Santiago Valdes.

Your petitioners pray that their said title to the said tract of land be taken up and passed upon by your honor at an early date under the eighth article of the treaty of Guadalupe Hidalgo, and the eighth section of the act of Congress of July 22d, 1854, establishing your office. Your petitioners ask that said grant be approved, surveyed, and confirmed to the heirs and legal representatives of said Cristoval de Serna, original grantee aforesaid.

SANTIAGO VALDES,
Attorney for the Claimants.

ALEXANDER GUSDORF,
Agent and Commissioner for the Claimants.

File No. 109.]

[Reported No. 158.]

Original muniments of title.

En esta villa de Sta. Fee de la Na. Mexco., en 31 de Mayo de 1715, la presto. el contenido ante el Sor. Govor. y Capn. Gral. con la mrzd. que refiere.

Sr. Governor. y Capn. Genl.:

El Capitan Xptval. de la Serna, que lo he sido de este Castillo Presidial de la villa de Sta. Fee y actualmente. con plaza de soldado en el, parezco ante V. Sa. en la mejor forma que el derecho me conzede, y digo que por el año pasado de mill seteztos. y diez, á los diez y ocho de Abril, me hizo merzd. en nombre de su Magd., el Sr. Marques de la Peñuela, antezessor de V. S., a pedimento mio, de vn sitio y rrancho que esta en el valle de Thaos, que poseyo antes de la subleuazn. del año de ochenta el capn. Dn. Fernando de Chaves, con todas sus tierras, entradas y salidas como por dicha merzd. consta, que con la solemnidad nezesaria presento ante V. S., y porque. dicho sitio y rrancho no lo he poblado por hallarme en el exercicio del seruicio del Rey, nuestro Sor. (que Dios guarde) como soldado de este dicho Castillo, como lleuo expresado, y por hallarme el dia de oy con disposizion bastante para poder poblarlo con vn hijo que tengo ya, home. y de hedad suficiente, con algunos siruientes

y criados para cuyo fin tengo destinados. Por cuya rason se a de seriur V. S. justizia mediante de reual i darme la dicha merzd., en nome. de S. M. para su mayor vigor, fuerza y balidazion, y que el alcalde mayor del Pueblo de los Thaos o su thente. me de la posessn. rl. y la aprehenda expresando todos los linderos que por dicha merzd. consta, y para ello haga zitazn. en forma al gouernador thenyte., casiques y demas yndios del dicho Pueblo, dandoles a entender dicha merzed y como en virtud de orden de V. S. me da la posesion de dicho sitio y rrancho para que si tienen que contradiezir alguna cosa lo hagan y todo conste en todo tiempo; por todo lo qual a V. S. pido y supco. con todo rendimyto. sea muy seruido de mandar hazer y proueer como lo pido, que asi lo espero de su gran justifi-
cazn., pues es justizia que pido y juro en forma no es de malisia y en lo nezesario, &a.
XPTOBAL. SERNA. [Rubrica.]

Y vista por mi, por Dn. Ju. Ignacio Florez Mogollon, covor. y Capn. Gral. de este reyno y provincias de la Na. Mexco. por S. M. la ube por presentada con la mrzd. que refiere y en nre. del rey nro. sor. (que Dios guarde) ia revalido y con firmo, y mando al thente. de alcalde mayor del pueblo de Taos Ju. de la Mora Pineda, le de a esta parte le posesion real, zitando pra. ello al Govor. Thente., caziques y capnes. de dho. pueblo, auiendo de ser los pastos y aguas comunes, y sin perjuizio de terzero esta dha. merzd. y expresando los linderos; y fho. que sea me deboluera esta dha. mrzd. el dho. capn. para que mi Secro. de gon. y guerra tome la rason; y que este auto le sirua de bastante titulo en forma pra. que lo goze libremente por si, sus herederos y subseores; asi lo provei, mande y firme con mi Secro. de Govon. y Guerra en esta villa de Sta. Fee de la Na. Mexco., en treinta y uno de Mayo de mill setezos. y quinze as.

Don JUAN YGNACIO FLOREZ MOGOLLON. [Rubrica.]

I or mdo. del Sor. Govor. y Capn. Gral.:

ROQUE DE PINTTO, [Rubrica,]
Secro. de Gon. y Guerra.

En este pueblo de San Geronimo de los Taos, en quinze dias del mes de Junio de mil setesientos y quinze años, yso presentasion desta merzed ante mi el Sarjento Ju. de la Mora Pineda, tiniente de Alcalde mayor y Capn. a guerra por el señor Gor. Don Ju. Ynasio Flores Mogollon, el contenido dho. Capn Xptobal. de la Serna y abiendome echo capas de su contesto y auto de su Señoria en su cumplimiento y obedezimiento y se juntar al Gor. Don Pablo Duran y casique Don Ju. Pacheco y tiniente Don Geronimo Ylo y demas Capitanes en presencia de el Alferes Miguel de San Ju., Capn. Miguel de Sandobal y el alferes real Evsebi Rael de Aguilar, á quienes les dia entender con toda esplicacion desta mersed, y que si les era de perjuisio o tenian algo que pedir que se les atenderia y no pasaria yo, dho. tiniente, a dar dha. posesion; a que digieron todos juntos que no les era de ningun perjuysio ni tenian que demandar porque dho. sitio era de los españoles y no suyo, que si tenian senbrado en el vnos frigolares que alsarian la cosecha y otro año no senbrarian mas en dho sitio. Por cuya relacion, biendo no ay embaraso alguno para la posesion, pase a darla con dos testigos que presentes se allaron, que lo fueron Miguel de Sandobal y Usebio Rael de Aguilar, y lo senale los linderos qu. es por vna parte el camina de medio y por la otra el Ojo Caliente, y por el oriente vna mogonera antigua, y por la otra la sierra; abiendo echo las seremonias dispuestas de pasear al dicho Capn. Xptobal. Serna por el sitio aranco sacate y tiro piedras; y para que conste lo firme con los testigos de bista y asistensia ya dichos, en dho. dia, mes y año.

Ante mi como juez reseptor,

JU. DE LA MORA PINEDA. [Rubrica.]

Tto. de assa.:

EUSEUIO DE AGUILAR. [Rubrica.]

Tesstto. de assa.:

MIGUEL DE SANDOBAL MARTINES. [Rubrica.]

En este Puo. de Sn. Geronimo de los Thaos, en veinte y quarto dias del mes de Nove. de mill setesos. y vente. y quatro ans., yo el Gral. D. Ju. R. Paez Urtado-thente. Gral. de este reyno de la Nua. Mexco. y su visitador, en la auda. q. oy dia de la fha. tube Diego Romero, vesino de dho. puo., presento esta mrzd. q. vista y reconocida p. mi la doy p. bastante titulo en forma p. visitada y pa. q. conste lo firmé en dho. dia con el secreto de visita.

JU. PAEZ HURTADO. [Rubrica.]

Ante mi:

MIGUEL ENRRIQUES. [Rubrica.]

Secreto. de Goun. Gra.

Sr. Gov. y Capn. Gl.:

Xpthobal. de la Serna parezco ante [torn] en la mas conoeniente forma qe. aia a mi fu [torn] y digo qe. pr. qto. me allo en este reino con vn [torn] familia grezida, registro vn rancho qe. esta en el balle de Taos qe. possei antes de sublebaci [torn] deste dho. reino el Capn. Dn. Fernando de [torn] ues para poder criar ganados maiores i m [torn] res y asimismo sembrar todas las tierras [torn] rancho, entradas y salidas, pastos y abreba [torn] ros y qe. cojan sus linderos segun y como las go [torn] ba el susodho., qe. eran desde el camino del m [torn] dio hasta el Rio de las Trampas pr. la vn [torn] parte y pr. la otra hasta el el Ojo Caliente con apercibimiento qe. Vssa. meconzeda el poblarlo, qe. salga del exercicio de soldad [torn] pues en este tiempo no podre azer falla en el real serbicio de su magd. mas bien q. me allo exerciento el oficio de sarg [torn] to y qe. pueda yo en este tiempo defenderme con esta merced, la qual pido me conzeda Vssa. en nombre de su Magd., qe. Ds. gde., segun y como llebo pedido; pr. to. lo qual a Vssa. pido y suplico con to. rendimiento se sirba de conzederme lo qe. pido con justicia, qe. pido y juro en debida forma no ser malicioso mi escripto sino pr. alcansar el maior alibio y en lo nezesario &a.

XPTHOBAL. DE LA SERNA. [Rubrica.]

PRESSN.

En la villa de Sta. Fee, cauezra. de este Rno. y prouas de la Nueva Mexco., en veinte y ocho dias del mes de abril de mill sieteientos y diez as., ante mi el Almte. Don Joseph ch [torn] Medina Salazar y Villaseñor Caul del orden de Santiago Marqs. De la Peñuela, Gour. y Capn. Gral. de este dho. Reyno y castellano de sus fuersas y presidios por su Mgd., la presento el contenido y por mi vista la uba por presda. en qto. a lugr. en dro. y atendiendo a su pedimto. le ago la merzd, que pide en ni de su Mgd. sin perjuizio de tercero que mejor dro. tenga, y pa. que conste asi lo provey, mde. y fire. con mi secreto. de gouon. y qua. en dho. dia.

EL MARQ. DE LA PEÑUELA. [Rubrica].

Srio. de Gouon. y Guerra.

Ante mi:

JU. DE VRIBARRI. [Rubrica.]

File No. 109.]

[Reported No. 158.

Translation of muniments of title.

(Indorsed at top of page:) At this town of Santa Fé, New Mexico, on the 31st of May, 1715, the party therein mentioned presented it with the grant to which it refers to the señor governor and captain-general.

Señor Governor and Captain-General:

I, Cristobal de la Serna, who have been captain of this garrison of the town of Santa Fé, and at present an enlisted soldier therein, appear before your excellency with the due formality conceded me by law, and I state that in the year of one thousand seven hundred and ten, on the eighteenth of April, the Señor Marquis of Penuela, your excellency's predecessor, upon my petition made me a grant in the name of His Majesty of a tract and ranch that is in the valley of Taos, which, prior to the revolution of the year [16]80, was held by Captain Don Fernando Chaves, with all its lands, entrances. and exits as appears by said grant; which, with the necessary formality, I present to your excellency; and as I have not settled said tract and ranch on account of being employed in the service of the king, our lord (whom may God preserve), as a soldier of this said garrison, as I have before stated, and at present finding myself with sufficient means to enable me to settle it with a son I have, already a man and of sufficient age, with some servants and attendants which I have designed to employ in that undertaking for which reason your excellency will be pleased, in justice, to approve the said grant to me in the name of His Majesty, for its greater vigor, force, and validity; and that the chief alcalde of the pueblo of Taos, or his lieutenant, give me the royal possession, and that I may receive it, setting forth all the boundaries called for by said grant; and for that purpose let him formally summon the governor, lieutenant caciques, and other Indians of the said pueblo, acquainting them with said grant, and that he gives me the possession of said tract and ranch in virtue of your excellency's order, so that if they have anything to say in opposition to it, they may state it and that it may all appear of record for all time.

Wherefore, with all humility I beg and pray your excellency will be pleased to decree and order that it be done as I request it, as I thus expect from your great impartiality, for it is justice I ask and I formally swear that it is not in bad faith, and what is necessary, &c.

CRISTOBAL SERNA. [Scroll.]

And having been examined by me, Don Juan Ignacio Flores Mogollon, His Majesty's governor and captain-general of this kingdom and provinces of New Mexico, I treated it as presented with the grant to which it refers, and in the name of the King, our lord (whom may God preserve) I approve and confirm it and I command the lieutenant of the chief *alcalde* of the *pueblo* of Taos, Juan de la Mora Pineda, to give to this party the royal possession, summoning for that purpose the governor, lieutenant, caciques, and war chiefs of said *pueblo*, the pastures and waters to be common, and this said grant to be without injury to any third party and setting forth the boundaries; and this being done, the said captain will return to me this said grant in order that my secretary of government and war may make an entry concerning it; and this decree will serve him as a sufficient formal title in order that he enjoy it freely for himself, his heirs, and successors. Thus I decreed, commanded, and signed with my secretary of government and war at this town of Santa Fé, New Mexico, on the thirty-first of May of the year one thousand seven hundred and fifteen.

Don JUAN IGNACIO FLORES MOGOLLON. [Scroll.]

By demand of the señor governor and captain-general.

ROQUE DE PINTO, [Scroll.]
Secretary of Government and War.

At this *pueblo* of San Geronimo de Taos, on the fifteenth day of the month of June, of the year one thousand seven hundred and fifteen, the party therein named, said Captain Cristobal de la Serna, laid this grant before me Sergeant Juan de la Mora Pineda, lieutenant of the chief *alcalde* and war captain for the señor governor, Don Juan Ignacio Flores Mogollon, and having acquainted myself with its contents and with the decree of his excellency in pursuance of and in obedience thereto, I called together the governor, Don Pablo Duran; the casique, Don Juan Pacheco; the lieutenant, Don Geronimo Ylo, and the other war chiefs in the presence of the ensign, Miguel de San Juan, Captain Miguel de Sandoval, and the royal ensign, Eusebio Rael de Aguilar, whom I acquainted with this grant by a full explanation, and told them that if it was prejudicial to them, or if they had anything to ask, that they would be heard, and that I, said lieutenant, would not proceed to give the said possession, to which they altogether said that it was not at all prejudicial to them, nor did they have anything to claim because said tract was the Spaniards' and not theirs; that it was true they had planted thereon some patches of beans, and they would gather the crop, and that the next year they would not plant on said tract.

In view of which statement, seeing that there is no obstacle whatever to giving the possession, I proceeded to give it with two witnesses who were present, and who were Miguel de Sandoval and Eusebio Rael de Aguilar, and I designated to him the boundaries, which are, on one side, the middle road (*el camino de en medio*); and on the other the hot spring (*ojo caliente*); and on the east an old landmark (*mojonera*); and on the other, the mountain.

Having performed the prescribed ceremonies of conducting the said Captain Cristobal Serna over the tract, he pulled up grass and threw stones. And in witness thereof I signed it, with the attending and eye witnesses aforesaid, on said day, month, and year.

Before me as special justice,

JUAN DE LA MORA PINEDA. [Scroll.]

Attending witness:

EUSEBIO DE AGUILAR. [Scroll.]

Attending witness:

MIGUEL DE SANDOVAL MARTINEZ. [Scroll.]

At this *pueblo* of San Geronimo de Taos, on the twenty-fourth day of the month of November, of the year one thousand seven hundred and twenty-four, at the audience by me this day given, Diego Romero, a resident of said *pueblo*, presented this grant to me, General Don Juan Paez Hurtado, lieutenant-general and inspector of this kingdom of New Mexico, which grant having been examined and scrutinized by me, I pronounce it, as examined, a sufficient formal title; and in witness whereof I signed it on said day, with the secretary of inspection.

JUAN PAEZ HURTADO. [Scroll.]

Before me,

MIGUEL HENRIQUEZ,

Secretary of Government and War.

The grant of 1710, referred to in the foregoing grant of 1715.

Señor Governor and Captain-General:

I, Cristobal de la Serna, appear before your excellency with the formality suitable to my position, and I state that whereas I find myself in this kingdom with a large family I apply for a ranche that is in the valley of Taos, which prior to the revolution in this said kingdom was held by Captain Don Fernando de Chaves, in order to enable me to raise large and small live stock, and also to plant all the lands of the ranch [with] entrances and exits, pasturing and watering places; and let its boundaries embrace what was enjoyed by the party above mentioned, which was from the middle road to the Las Trampas River on the one side and on the other to the hot spring, with the understanding that your excellency permit me to settle it, and that I quit the employment of a soldier, as at this time I shall not be missed from the royal service of His Majesty, and all the less because I am performing the duties of sergeant; and in order that I may at this time protect myself by this grant, which I beg your excellency to concede me as I have petitioned in the name of His Majesty, whom may God preserve: Wherefore I beg and pray with profound humility that you will be pleased to grant me what I request with justice, which I ask. And I swear with the proper formality that my petition is not in bad faith, but for the purpose of obtaining greater relief and what is necessary, etc.

CRISTOBAL DE LA SERNA. [Scroll.]

PRESENTATION.

At the town of Santa Fé, capital of this kingdom and provinces of New Mexico, on the 28th day of the month of April, of the year one thousand seven hundred and ten, before me the Admiral Don Joseph Chacon Medina Salazar y Villaseñor, knight of the Order of Santiago, Marquis of Peñuela, governor and captain-general of this said kingdom, and His Majesty's Castellan of its forces and garrisons, it was presented by the party therein named, and it having been examined by, I treated it as presented in accordance with law, and in view of his petition I make to him in the name of His Majesty the grant he asks for, without injury to any third party who may have a better right; and in witness thereof I thus decreed, ordered, and signed, with my secretary of government and war, on said day.

The Marquis of PEÑUELA.

Before me,

JUAN DE RIBARRI,

Secretary of Government and War.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., February 23, 1888.

The foregoing, on five pages, is a full, true, and correct translation, to the best of my knowledge, of the original in Spanish, on six pages, which original (archive No. 830), designated as letter "A," is on file in this office, in the matter of private land claim, file No. 109, in the name of Cristobal de la Serna, for "Los Ranchos de Taos" tract.

WILL. M. TIPTON,
Translator.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.:

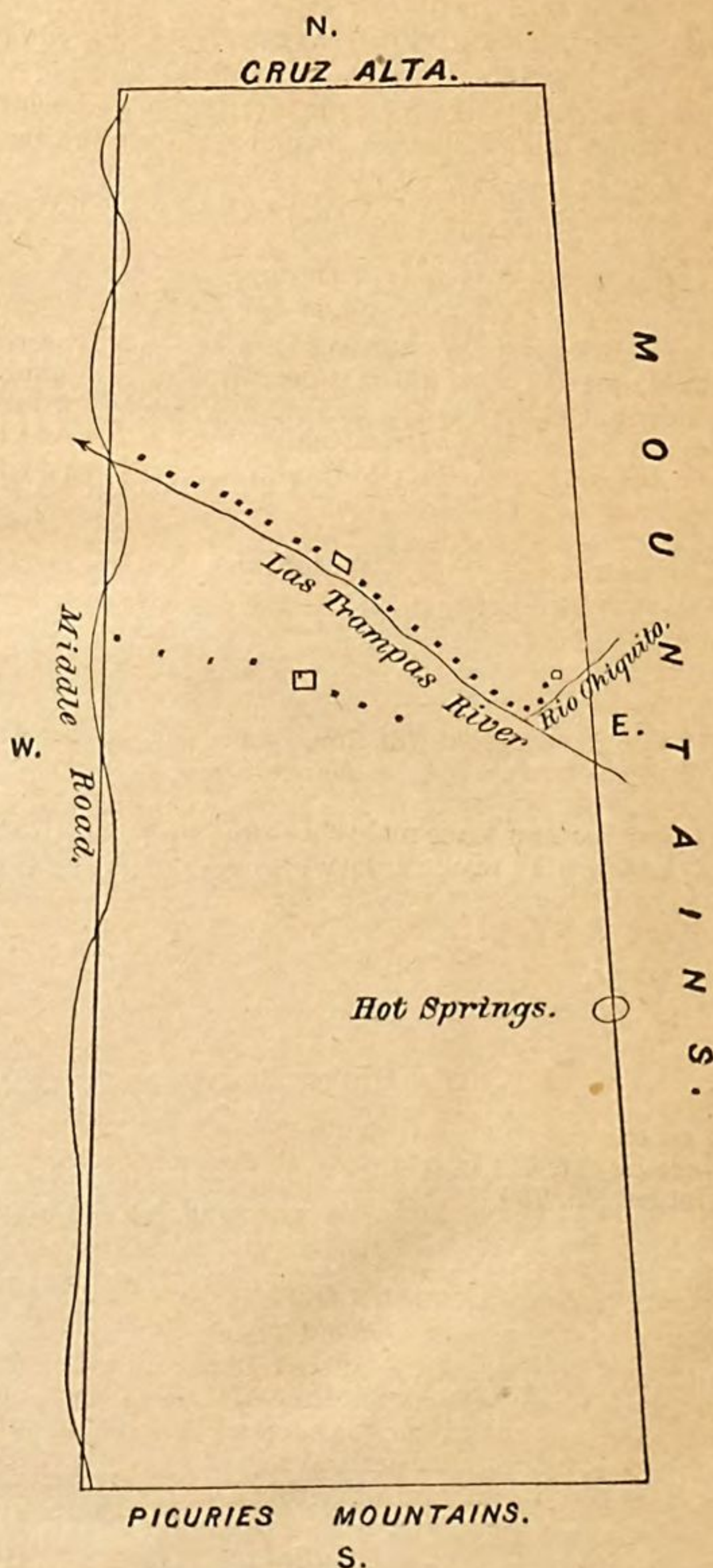
I hereby certify that the signature affixed to the foregoing certificate is the genuine signature of Will. M. Tipton, who, at the time of signing the same, was the official translator of this office, and that all his acts as such are entitled to full faith and credit.

In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed, at the city of Santa Fé, this 23d day of February, A. D. 1888.

[SEAL.]

GEO. W. JULIAN,
United States Surveyor-General for New Mexico,

SKETCH MAP
OF
CRISTOBAL DE LA SERNA GRANT.



EXPLANATIONS.
TOWNS, -----□
RANCHES, -----•
SCALE: 1 MILE TO 1/4 MILE.

File No. 109.]

[Reported No. 158.

Translation of extract from archive No. 755, in the office of surveyor-general for New Mexico.

* * * * *

And in conformity therewith I went to the rancho that said Diego Romero has on the Don Fernando River, and of the half of the lands of said rancho as property acquired

during marriage and belonging to their said mother, Maria de San Joseph, and from the part of said Diego Romero, her husband, I partitioned to each one of the heirs eight hundred and sixty-five varas of land, which run from east to west along the edge of said river, and from north to south from the latter river to that of Las Trampas contiguous to the Hot Spring.

* * * * *

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., February 25, 1888.

The foregoing, on one page, is a full, true, and correct translation, to the best of my knowledge, of an extract from a Spanish document on file in this office, which is designated as archive No. 755.

WILL. M. TIPTON,
Translator.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.:

I hereby certify that the signature affixed to the foregoing certificate is the genuine signature of Will. M. Tipton, who, at the time of signing the same, was the official translator of this office, and that all his acts as such are entitled to full faith and credit.

In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed, at the city of Santa Fé, this twenty-fifth day of February, A. D. 1888.

[SEAL.]

GEO. W. JULIAN,
United States Surveyor-General for New Mexico.

File No. 109.]

[Reported No. 158.]

Translation of extracts from Archive No. 759, in the office of the surveyor-general for New Mexico.

* * * We begot and had three male children, who are Andres, Francisco, and Juan, who is dead, and Ana Maria; whom I declare to be my legitimate children. * * *

ITEM.—It is my will that there be delivered to her [the testator's wife] in the place that may please her the half of what is designated as mine in the rancho of the Las Trampas River; I also leave to her the half of the house in which I live.

* * * * *

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., February 27, 1888.

The foregoing on one page is a full, true, and correct translation, to the best of my knowledge, of certain extracts from a Spanish document on file in this office, which is designated as Archive No. 759.

WILL. M. TIPTON,
Translator.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.:

I hereby certify that the signature affixed to the foregoing certificate is the genuine signature of Will. M. Tipton, who at the time of signing the same was the official translator of this office, and that all his acts as such are entitled to full faith and credit. In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed, at the city of Santa Fé, this 27th day of February, A. D. 1888.

[SEAL.]

GEO. W. JULIAN,
United States Surveyor-General for New Mexico.

File No. 109.]

[Reported No. 158]

Translation of extrrats from Archive No. 778, in office of surveyor-general for New Mexico

On said day, month, and year, in pursuance of these proceedings, I went to make measurements on the lands for which the party petitions and asks, taking in my company all the heirs, in order that each one may examine for himself what falls to his share according to its measurements. The measurements were run from the highway that goes

to Picuris, that is commonly called that of the Cuesta del Aire, which is the boundary of Barbara Montoya, who by his second marriage was the wife of Diego Romero, the father of these heirs, which are the lands that Captain Don Francisco Guerrero partitioned, as appears by the depositions of said heirs; because, although in the certified copies that were exhibited to me it stated that the lands on the Las Trampas River were partitioned, those for which this party petitions and asks were not, but from said highway which goes to Taos as far as the Don Fernando River, close to the mountain which is as said certified copy states.

After having given to their stepmother he gave to each one of these heirs a piece of said lands; and that on account of the cultivated lands on which they live, which embrace both sides of the Las Trampas River, not being partitioned, said Francisco Javier Romero was obliged to make this petition before the señor governor and captain-general of this kingdom, with the consent of his brother Andres Romero and of the heirs of his deceased sister, as is proven to me by the depositions which I took of each of them. The measuring was begun from said road downward with a one hundred Castilian vara cord until said measurement reached the other boundary of the road that goes to Picuris, which is commonly called the middle road (*el camino de en medio*), to which point it was forty-one *cordeles* [see translator's explanatory note following his certificate], and sixty-six and a half varas more, which being divided in legal portions there fell to the share of Andres Romero, who is the first, one thousand three hundred and eighty-eight varas; and his brother Francisco follows him, to whose share there fell the same number of one thousand three hundred and eighty-eight varas; as also the same amount as had fallen to the others fell to the share of the heirs of Maria, the deceased sister of the said parties, which is a thousand three hundred and eighty-eight varas, with two varas more which remain over. Andres and Francisco left them to their nephews, wherefore everybody was pleased, contented, and on brotherly terms, each one designating on his boundary his mounds erected of stone and mud in order that their heirs may at no time have any cause for disagreement, but that they may understand and know what is their own. In relation to the pastures, woods, and watering places they are free and common to them. And in order that for all time the execution of the superior order may be authenticated I executed it, taking in my company three instrumental witnesses, who were the Militia Sergeant Paulin de Beytia, Andres Muñiz, and Jacinto Chabes, all residents of the jurisdiction of the new town of Santa Cruz de la Cañada, and they bear to the heirs no relations whatever that are prohibited to witnesses by law; and in testimony thereof, because the parties do not know how to sign, I signed it with my attending witnesses, with whom I act for lack of a public or royal notary, of which there is none in this kingdom; to which I certify.

MANUEL GARCIA PAREJA, [Scroll.]
Special Justice.

ANTONIO DE BEYTIA. [Scroll.]

JOSÉ FRANCISCO LOBERA BICOCHEA. [Scroll.]

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., February 27, 1888.

The foregoing on two pages is a full, true, and correct translation, to the best of my knowledge, of an extract from a Spanish document on file in this office, which is designated as Archive No. 778.

WILL. M. TIPTON,
Translator.

Translator's explanatory note.

The Spanish word "cordel" is here used in the sense of a technical land measure of 100 varas in length, equivalent to about 275 feet. "Cordeles" is the plural form of the word.

WILL. M. TIPTON,
Translator.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.:

I hereby certify that the signatures affixed to the foregoing certificate and note are the genuine signatures of Will. M. Tipton, who at the time of signing the same was the official translator of this office, and that all his acts as such are entitled to full faith and credit.

In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed, at the city of Santa Fé, this 27th day of February, A. D. 1888.

[SEAL.]

GEO. W. JULIAN,
United States Surveyor-General for New Mexico.

File No. 109.]

[Reported No. 158.]

Translation of extract from Archive No. 781 in the office of surveyor-general for New Mexico.

* * * * *

I therefore state that at the end of my days or after my decease I leave a house and ranch with a thousand three hundred varas of land at the site or place which they call the Las Trampas River.

* * * * *

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., February 28, 1888.

The foregoing on one page is a full, true, and correct translation, to the best of my knowledge, of an extract from a Spanish document on file in this office which is designated as Archive No. 781.

WILL. M. TIPTON,
Translator.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.:

I hereby certify that the signature affixed to the foregoing certificate is the genuine signature of Will. M. Tipton, who at the time of signing the same was the official translator of this office, and that all his acts as such are entitled to full faith and credit.

In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed, at the city of Santa Fé, this 28th day of February, A. D. 1888.

[SEAL.]

GEO. W. JULIAN,
United States Surveyor-General for New Mexico.

File No. 109.]

[Reported No. 158.]

Judicial proceedings decided in favor of Jose Romero.

[Sello. Un real. Sello tercero. Vn Real. Años de mil setecientos ochenta y Seis y ochenta y siete.]

En este partido de Sn. Franco. del Rio de las Trampas, jurisdision de Sn. Geronimo de Taos, en viente de Abril de mil setesientos ochenta y siete años, ante mi Dn. Anto. José Lovato, Alcde. Mayor y Capn. a guerra de dha. jurisdision, paresio presente José Romero, vezino de dho. puesto, y dijo que por cuanto gozo de vn pedaso de tierra en dho. puesto, el qe. hubo pr. lexitima erensia de su difunto padre, Franco. Romero, qe. en pas gose, y averle susedido la aberia de averse llevado los Cumanches los papeles de dho. Rancho, considerando Las Incostancias de los susesivos tiempos, me suplico pasara a rreconoser sus linderos y las varas de tierra que uviera como padre de Republica, y atento a dho. pedimento pase a rreconoser dhos. linderos con dos testigos ynstrumentales y reconocidos y se medir dhas. tierras y tuvieron tresientas treynta y seis cuarta y sesma baras, y son sus linderos por el norte el Rio de Dn. Fernando y por el poniento tierras de Julian Romero, el sur La Sierra de Pecuries y el oriente tierras de Anta. Romero, y estas dhas. tierras se las dio su difunto padre como es dho., libres de senso, tributo e ypoteca v otra enagenasion, pa. que las gose con libre administrasion por si, sus hijos, erederos y subsesores, sin qe. se le ponga pleyto pr. ninguno de los erederos de dho. difunto ni por otra persona alguna, y si se lo pusieren no sean oydos en juysio ni fuera del, por la constancia de los linderos señalados por anterior juez que lo fue Dn. Manuel Garcia Parejas, y asimismo me suplico ynterpusiera mi decreto y avturidad judisial. Doy fe que la ynterpuse cuanto por derecho y rason del empleo me es consedido pr. el señor Govdor. y comandante Dn. Ju. Baptista de Ansa, coronel de cavalleria de los Reales exercitos de su Magd., Govdor. Politico y militar desta provina. del Nuevo Mexico y espector ynterino de sus milisias; y fuerron testigos ynstrumentales Nicolas Leal, José Mirabal y Manuel Cortes, vesinos de dho. partido, y es fecho. en dho. dia, mes y año, de que doy atuando por reseptoria como juez resepor. por la falta de escribano publico ni real, que no lo ay en la distancia qe. que el derecho previene, y lo firmaron conmigo las de mi assistensia; doy fee. Vale entre rrenglones, veinte de Abril.

ANTO. JOSE LOVATO, [Rubrica.]
Jues Reseptor.

De assa.:

NICOLAS LEAL. [Rubrica.]

To.:

SIMON ARMENTA. [Rubrica.]

Oy sinco de Junio de mil ochosientos beinte y dos años, abiendose presentado ante mi alce. constitucional ynterino Dn. Tomas Romero, Ana Maria Romero y Jose Franco. Lujan, yjos del pueblo de Taos, contra Agustin Romero, becino de la plasa de Ntro. Padre San Franco., y siendo berifico que los dhos. presentantes paraba este original causa qe. desde el año de mil ochosientos beinte uno estan peliando contra el dho. Agustin, asi berbal como por escrito, por unas tierras que [illegible] tenian bendidas arriba en el llano, y abiendo Agustin Romero ante mi, el alce. de este partido, confeso Agustin Romero delante de dos testigos, qe. lo son el primero Antonio Jose Martinez y el segundo Jose Antonio Suaso, hombres de edad competente, y delante de estos declaro Agustin Romero ser cierto lo que dhos. presentantes piden y an entrado en posesion y an pedido los ynteresades una baca parida a su satisfacion y contento y tres pesos en reales, lo que ha entregado Agustin Romero en mi presencia y de las dos testigos mencionados, con lo que quedan satisfechos y pagados y prometen Ana Maria Romero y Franco. Lujan no bolber a ponerle pleite ni demanda, ni por eyos ni por sus yjos ni susesores, y si acaso se lo pucieren encargan a las justicias onde sean presentados no sean oydos en juisio ni fuera del, a cuila defensa se conpromenten a defenderlo con sus personas y bienes abidos y por aber, y me rogaron ynterpusiera mi autoridad y decreto judisial; e yo dho. alcalde dige que lo ynterponia y enterponga quanto por derecho me es conferido; de todo doy fee, y por no saber firmar rogaron firmara por eyos con los de mi asistencia a falta de todo escribano publico que de ninguna clase los ay en esta governacion.

TOMAS ROMERO, [Rubrica.]
Alcalde Ynterio.

As.: FELIPE SANDOVAL. [Rubrica.]

As.: ANTO. JOSE MARTIN. [A cross.]

(Endorsed:) Documento judisial ech. a favor de Jose Romero. Año de 1787.

File No. 109.]

[Reported No. 158.]

Translation of judicial proceedings decided in favor of José Romero.

[One real. Third stamp. One real. Years of one thousand seven hundred and eighty-six and eighty-seven.]

[Stamp.]

In this district of San Francisco del Rio de las Trampas, jurisdiction of San Geronimo de Taos, on the twentieth of April of the year one thousand seven hundred and eighty-seven, before me, Don Antonio José Lovato, chief alcalde and war captain of said jurisdiction, personally appeared José Romero, resident of said place, and he stated that whereas he enjoys a piece of land at said place which he received by legal inheritance from his father, Francisco Romero, deceased (may he enjoy peace!), and it having unfortunately happened that the papers of said ranch were carried off by the Comanches, considering the uncertainty of the future, he requested me to proceed to examine its boundaries and the varas of land that there might be, as an officer of the district and in view of said petition, I proceeded to examine said boundaries with two instrumental witnesses, and having examined them I caused said lands to be measured, and they contained three hundred and thirty-six a fourth and a sixth varas.

And their boundaries are, on the north the Don Fernando River, and on the west lands of Julian Romero, [on] the south the mountain of Picuris, and [on] the east lands of Antonio Romero; and these said lands his deceased father gave to him, as has been stated, free from annuity, rent, tax, and mortgage, or other incumbrance, in order that he may enjoy them with unincumbered control for himself, his children, heirs, and successors, without any suit being brought against him by any heir of said deceased or by any person whomsoever; and if they should bring it against him, let them not be heard in or out of court. On account of the permanence of the boundaries designated by a former judge, who was Don Manuel Garcia Parejas, and also [because] he requested me to sanction it by my decree and judicial authority, I certify that I did sanction it in so far as by law and by reason of my office I am authorized by the señor governor and commandant, Don Juan Bautista de Anza, colonel of cavalry in the royal armies of His Majesty, civil and military governor of this province of New Mexico, and acting inspector of its militia.

And Nicolas Leal, José Mirabal, and Manuel Cortes, residents of said district, were instrumental witnesses; and it is done on said day, month, and year to which I [certify], acting by special authority as a special justice, for the lack of a public or royal notary, of which there is none within the distance prescribed by law. And those of my attendance signed it with me. I certify the interlineation "twentieth of April" is valid.

ANTONIO JOSÉ LOVATO, [Scroll.]
Special Justice.

Attending:

NICOLAS LEAL. [Scroll.]

Witness:

SIMON ARMENTA. [Scroll.]

To-day, the fifth of June, of the year one thousand eight hundred and twenty-two, Ana Maria Romero and José Francisco Lujan, natives of the pueblo of Taos, having appeared before me, Don Tomas Romero, acting constitutional alcalde against Agustin Romero, residents of the town of Our Father St. Francis, and it being shown that this original is an obstacle to the said petitioners, for which reason, since the year one thousand eight hundred and twenty-one, they are fighting against the said Agustin, both verbally and in writing, on account of some lands that [illegible] that they had sold up on the prairie (llano); and having called Agustin Romero before me, the alcalde of this district, he, before two witnesses who are, first, Antonio José Martinez, and second, José Antonio Suaso, men of legal age, acknowledged and in their presence declared that that which the said petitioners ask is true and they have gone into possession and the interested parties have asked for a cow with her calf for their satisfaction and contentment and three dollars in coin, which Agustin Romero has delivered in my presence and in that of the two witnesses mentioned, with which they are satisfied and paid; and Ana Maria Romero and Francisco Lujan promise not to again bring any suit or claim against him, neither themselves nor through their children nor successors, and in case they should bring it against him they charge the justices before whom they may appear not to hear them either in or out of court. For the safeguard of which they mutually promise to defend it with their persons and with their present and future property and they requested me to sanction it by my authority and judicial decree, and I, said alcalde, stated that I did and do sanction it in so far as I am authorized by law.

To all which I certify, and they not knowing how to sign ask me to sign for them with those of my attendance for lack of any public notary, of which there is none of any kind in this government.

TOMAS ROMERO, [Scroll.]
Acting Alcalde.

Attending:

FELIPE SANDOVAL. [Scroll.]

Attending:

ANTONIO JOSÉ MARTIN. [Cross.]

(Indorsed): Judicial document made in favor of José Romero, year of 1787. This original is in favor of Agustin Romero, on this date, June 5, 1822.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., February 28, 1888.

The foregoing, on three pages, is a full, true, and correct translation, to the best of my knowledge, of the original document in Spanish, on three pages, which original, designated as No. 8, is on file in this office in the matter of private land claim, file No. 109, in the name of Cristobal de la Serna, for "Los Ranchos de Taos" tract.

WILL. M. TIPTON,
Translator.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fe, N. Mex.:

I hereby certify that the signature affixed to the foregoing certificate is the genuine signature of Will. M. Tipton, who, at the time of signing the same, was the official translator of this office, and that all his acts as such are entitled to full faith and credit.

In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed, at the city of Santa Fé, this 28th day of February, A. D. 1888.

[SEAL.]

GEO. W. JULIAN,
United States Surveyor-General for Mexico.

File No. 109.]

[Reported No. 158.]

Deed from Francisca Zapata to Ventura Romero.

En este Pueblo de Sn. Geronimo de Taos, en beinte dias del mes de Octubre de mil setesientos noventa y cinco, ante mi Dn. Antonio Jose Ortiz, Alce. Mor. y Capn. a Guerra de dho. Pueblo y su jurisdision, paresio presente Franca. Sapata, vesina de Las Trampas de No. P. Sn. Franco., á quien doi fe conosco, y dijo, qe. dava y dio en venta real á Bentura Romo., vesino de dhas. Trampas, vn pedaso de tierra de pan llevar qe. posee en las dhas. Trampas y consta de ochenta y cinco vs., medidas de oriente á poniente, por el presio y cantidad de siento setenta ps. á el coriente de la tierra, de lo qe. se dio por entregada á toda su satisfacion, y qe. si dho. pedaso de tierra vale mas le base grasia y donasion pura, mera é irevocable qe. el derecho llama *inter vivos* y qe. se lo bende libre de perjuicio, con entradas y salidas segun i en la manera qe. ella las poseia, y qe. traspasa todas sus acciones, derecho i señorio qe. en dho. pedaso de tierra tenia en el espresado Bentura, y qe. ni aora ni en ningun tiempo le sera puesta demanda ni pleito alguno ni por ella, ni por sus hijos ó herederos; y qe. si alguno se lo ponía no fuera oído ni en juicio ni fuera de el, y qe. se obliga á defenderlo á su consta hasta ponerlo en quieta i pasifica posesion, y para ello obliga su persona i bienes avidos y por haver, y renuncia todas las lles que á su favor ablan; lindan dhas. tierras por el Norte con tierras de los pobladores del Rio de Dn. Fernando á el pie de vna seja qe. esta inmediata á el rio, por el sur la siera de pecuries, por el Oriente con tierras de Ana Maria Romo., y por el poniente con tierras de Catarina Romo., y qe. es su voluntad qe. esta escritura sea firme, estable y valdera sin qe. por falta de requisito ó circunstancia alguna se pueda anular sino qe. todas las da por espresadas, y para qe. tenga toda la fuersa i validasion qe. en derecho se requiere me rogo interpusiera mi autoridad judisial; y yo dho. Alce. Mor. dije qe. la interponia é ynterpuse quanta por derecho me es conselida, y para qe. conste la firme con dos testigos de mi asistensia con quienes autuo á falta de todo escrivano qe. no lo hai en este Reino, y no firmo la otorgante por qe. dijo no saver; la firme yo como dho. es en dho. dia, mes i año; de que doi fee.

ANTO. JOSE ORTIZ. [Rubrica.]

Teso:

FRANCO. ORTIZ. [Rubrica.]

Teso:

JOSE MIERA. [Rubrica.]

(Endorsed:) Escritura á favor de Bentura Romo. en este año de 1795.

File No. 109.]

[Reported No. 158.]

Translation of deed from Francisca Zapata to Ventura Romero.

At this pueblo of San Geronimo de Taos, on the twentieth day of the month of October, of one thousand seven hundred and ninety-five, before me, Don Antonio José Ortiz, chief alcade and war captain of said pueblo and its jurisdiction, personally appeared Francisca Zapata, a resident of Las Trampas of our father, St. Francis, whom I certify I know; and she stated that she gave and did give in legal sale to Ventura Romero, a resident of said Trampas, a piece of agricultural land which she possessed at said Trampas, and it consists of eighty-five varas measuring from east to west, for the price and sum of one hundred and seventy dollars of the currency of the country, which she acknowledges as delivered to her entire satisfaction; and that if said piece of land is worth more she makes to him a gift and donation [of the excess], pure, simple, and irrevocable, which the law calls *inter vivos*, and that she sells it to him free of detriment, with entrances and exits according to and in the manner in which she possessed them; and that she conveys all her interests, rights, and seigniorship that she had in said piece of land to the said Ventura, and that neither now nor at any time will any claim or suit be brought against him, neither by her nor her children or heirs, and that if any one should bring it against him he [the party instituting the suit] should not be heard either in or out of court, and that she binds herself to defend it at her own expense until she places him in quiet and peaceable possession, and she thereto binds her person and her present and future property and renounces all the laws that operate in her favor. Said lands are bounded on the north by lands of the settlers of the Don Fernando River, at the foot of a ridge (seja), which is contiguous to the river; on the south, the Picuris Mountains; on the east by lands of Ana Maria Romero, and on the west by lands of Catarina Romero; and that it is her will that this instrument be firm, stable, and valid, without it being possible to

annul it for lack of any necessary condition or circumstance; but that she declares them all as expressed, and in order that it might have all the force and validity required by law she requested me to sanction it by my judicial authority; and I, said chief alcalde, stated that I sanctioned and did sanction it in so far as I am authorized by law, and in witness thereof I signed it with my two attending witnesses, with whom I act for lack of any notary, of which there is none in this kingdom; and the grantor did not sign because she stated that she did know how. I signed it as aforesaid on said day, month, and year, to which I certify.

ANTONIO JOSÉ ORTIZ. [Scroll.]

Witness:

FRANCISCO ORTIZ. [Scroll.]

Witness:

JOSÉ MIERA. [Scroll.]

(Indorsed:) Deed in favor of Ventura Romero in this year of 1795.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., February 29, 1888.

The foregoing on two pages is a full, true, and correct translation, to the best of my knowledge, of the original document in Spanish, on two pages, which original, designated as No. 9, is on file in this office in the matter of private land claim, file No. 109, in the name of Cristobal de la Serna, for "Los Ranchos de Taos" tract.

WILL. M. TIPTON,
Translator.

UNITED SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.:

I hereby certify that the signature affixed to the foregoing certificate is the genuine signature of Will. M. Tipton, who at the time of signing the same was the official translator of this office, and that all his acts as such are entitled to full faith and credit.

In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed, at the city of Santa Fé, this 29th day of February, A. D. 1888.

[SEAL.]

GEO. W. JULIAN,
United States Surveyor-General for New Mexico.

File No. 109.]

[Reported No. 158.]

Deed from Catarina Romero to Ventura Romero.

En este Pueblo de Sn. Geronimo de Taos, en beinte dias del mes de Octubre de este año de mil setesientos noventa y cinco, ante mi Dn. Anto. Jose Ortis, Alce. Mor. y Capn. a guerra. de dho. Pueblo y su jurisdision, paresio presente Catarina Romo., á quien doi fe conosco, y dijo qe. dava y dio en venta real á Bentura Romo., vesino de Las Trampas de No. P. Sn. Franco., vn pedaso de tierra de pan llevar qe. posee en dhas. Trampas, y consta de ochenta y cinco vs. medidas de oriente á poniente, por el presio y cantidad de ciento setenta ps. á el coriente de la tierra, de lo que se dio por entregada á toda su satisfacion, y qe. si dho. pedaso de tierra vale mas le hase gracia y donasion pura, mera é irebocable que el derecho llama *inter vivos* y qe. se la vende libre de perjuicio con entradas y salidas, segun y en la manera qe. ella las poseia, y qe. traspasa todas sus acciones, derecho y señorío qe. en dho. pedaso de tierra tenia la espresada Catarina, y que ni aora ni en [torn] po le sera puesta demanda ni pleito alg [torn] por sus hijos ó herederos, y qe. si alguno se lo pusier [torn] o sea oido en juisio ni fuera de el y qe. se obliga á defenderlo a su costa hasta ponerlo en quieta y pasifica posesion, y para ello obliga su persona y vienes havidos y por aver y renuncia todas las lelles qe. á su favor ablan; lindan dhas. tierra por el Norte con los pobladores del Rio de Dn. Fernando á el pie de la seja, por el sur la siera de Pecuries, por el poniente con tieras del comprador y por el oriente con tieras de Franca. Sapata; y qe. es su voluntad qe. esta escriptura sea firme, estable y valedera sin que por falta de requisito ó circunstancia alguna se pueda anular sino qe. todas las da por espresadas, y para qe. tenga toda la fuerza y balidacion qe. en derecho se requiere me rogo interpusiese mi avtoridad judicial; y yo dho. Alce. Mor. dije qe. la interponia é interpuse quanta por derecho me es consedida, y para qe. conste la firme con dos testigos de mi asistensia con quienes actuo á falta de todo escriban qe. no lo hai en este reino; no firmo la otorgante por que dijo no saver; firmela yo como dicho es en dho. dia, mes y año; de qe. doi fee.

ANTO. JOSE ORTIZ. [Rubrica.]

Teso.: JOSE FRANCO. ORTIZ. [Rubrica].

Teso.: JOSE MIERA. [Rubrica].

Hotro si dha. Catarina Romero le bendio a dho. Bentura Romero un torreón con tres bibiendas por tes. prendas por cada una una perda., y son dhas. prendas un fusil, un comal de fierro y un caso de cobre con peso de dose libras, de lo que se dio dha. Catarina por pajad. y catifecha, y que si mas bale [torn] pueda de la demasia le ase gracia mera [torn] ynrebocable que el derecho llama yn [torn] no le pondra pleito ni demanda alguna ni p [torn] sus yjo. ho rederos., y si alguno se lo pusiere no sea hido en juisio ni fuera del, y me rro la hotrogante yntrepusiera mi autoridad y decreto, y llo dho. alcalde mallor dije que la ynterponia he interpuse cuanta por derecho me es conferida; de todo doi fee; no firmo dha. Catarina nomero por no saber firmar e llo dho. alcalde mallor lo firme con un testigo de mi asistensia publico ni real que no lo ai en esta Gobernasion.

TOMAS ORTIZ. [Rubrica.]

Jues Resector.

Testigo:

JUAN ANTONIO GARCIA DE NORIEJA. [Rubrica.]

File No. 109.]

[Reported No. 158.]

Translation of deed from Catarina Romero to Ventura Romero.

At this pueblo of San Gerónimo de Taos on the twentieth day of the month of October, of this year one thousand seven hundred and ninety-five, before me, Don Antonio José Ortiz, chief alcalde and war captain of said pueblo and its jurisdiction, personally appeared Catarina Romero, whom I certify I know; and she stated that she gave and did give in legal sale to Ventura Romero, a resident of Las Trampas, of our father St. Francis, a piece of agricultural land which she possesses at said Trampas, and it consists of eighty-five varas measured from east to west, for the price and sum of one hundred and seventy dollars of the currency of the country, which she acknowledges as delivered to her entire satisfaction; and that if said piece of land is worth more she makes to him a gift and donation [of the excess] pure, simple, and irrevocable, which the law calls *inter vivos*, and that she sells it to him free from detriment, with entrances and exits according to and in the manner in which she possessed them; and that she, the said Catarina, conveys all the interests, right, and seigniorship that she had in said piece of land; and that neither now nor at [any] time will any claim or suit be brought against him [* * torn * *] by her children or heirs; and that if any one should bring it against him let him not be heard in or out of court; and that she binds herself to defend it at her own expense until she places him in quiet and peaceable possession, and she thereto binds her person and her present and future property; and she renounces all the laws that operate in her favor. Said lands are bounded on the north by the settlers of the Don Fernando River, at the foot of the ridge (seja); on the south of the Picuris Mountain; on the west by lands of the purchaser, and on the east by lands of Francisca Zapata (Sapata); and that it is her will that this instrument shall be firm, stable, and valid, without it being possible to annul it for lack of any necessary condition or circumstance, but she declares them all as expressed. And in order that it may have all the force and validity required by law she requested me to sanction it by my judicial authority; and I, said chief alcalde, stated that I sanctioned and did sanction it in so far as I am authorized by law. And in witness thereof I signed it with two attending witnesses, with whom I act for lack of any notary, of which there is none in this kingdom. The grantor did not sign, because she stated that she did not know how. I signed it as aforesaid on said day, month, and year. To which I certify.

ANTONIO JOSÉ ORTIZ. [Scroll.]

Witness:

JOSÉ FRANCISCO ORTIZ. [Scroll.]

Witness:

JOSÉ MIERA. [Scroll.]

Additional. Said Catarina Romero sold to said Ventura Romero a tower with three rooms, for three articles, one for each room: And said articles are a gun and iron pan and a copper kettle weighing 12 pounds, with which said Catarina acknowledged herself paid and satisfied, and that if it is or may be worth more she makes him a gift of the excess, simple [torn * * *], irrevocable, which the law calls in [torn] she will not bring any suit or claim against him by herself, her children, or heirs, and if any one should bring it against him, let him not be heard either in or out of court. And the grantor requested me to sanction it by my authority and decree; and I, said chief alcalde, stated that I sanctioned and did sanction it in so far as I am authorized by law. To all which I certify. Said Catarina Romero did not sign, not knowing how. I, said chief

alcalde, signed it with an attending witness [see translator's explanatory note following his certificate], public or royal, of which there is none in this government.

TOMAS ORTIZ, [Scroll.]
Special Justice.

Witness:

JUAN ANTONIO GARCIA DE NORIEGA. [Scroll.]

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., March 1, 1888.

The foregoing, on two pages, is a full, true, and correct translation, to the best of my knowledge of the original document in Spanish, on two pages, which original, designated as No. 10, is on file in this office in the matter of private land claim file No. 109, in the name of Cristobal de la Serna, for "Los Ranchos de Taos" tract.

WILL. M. TIPTON,
Translator.

Translator's explanatory note.

There is an omission at this place in the original—doubtless of the words "por falta de escribano," for *lack of a notary.*

WILL. M. TIPTON,
Translator.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.:

I hereby certify that the signatures affixed to the foregoing certificate and note are the genuine signatures of Will. M. Tipton, who, at the time of signing the same, was the official translator of this office, and that all his acts as such are entitled to full faith and credit.

In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed at the city of Santa Fé, this 1st day of March, A. D. 1888.

[SEAL.]

GEO. W. JULIAN,
United States Surveyor-General for New Mexico.

File No. 109.]

[Reported No. 158.]

Deed from Ana Maria Romero to Ventura Romero.

En este Pueblo de Sn. Geronimo de Taos, en beinte días del mes de Octubre de este año de mil setesientos noventa y cinco, ante mi Dn. Anto. Jose Ortiz, Alce. Mor. y Capn. à Guera de dho. Pueblo y su Jurisdision, paresio presente Ana Maria Romo., á quien doi fe conosco, y dijo qe. dava y dio en venta real á Bentura Romo., vesino de Las Trampas de No. P. Sn. Franco., vn pedaso de tierra de pan llevar qe. posee en dhas. Trampas, y consta de ochenta y cinco vs. medidas de oriente á poniente, por el presio y cantidad de ciento setenta ps. á el coriente de la tierra; de lo qe. se dio por entregada á toda su satisfacion y qe. si dho. pedaso de tierra vale mas, le hase gracia y donasion pura, mera é irevocable qe. el derecho llama *inter vivos* y qe. se lo vende libre de perjusio con entradas y salidas segun i en la manera qe. ella las poseia; y qe. traspasa todas sus acciones, derecho i señorío qe. en dho. pedaso de tierra tenia la espresada Ana Maria, y qe. ni aora ni en ningun tiempo le sera puesta demanda ni pleito ni por ella ni por sus hijos, y qe. si alguno so lo pusiere no sea oido en juisio ni fuera de el, y qe. se obliga á defenderlo hasta ponerlo en quieta i pasifica posesion, y para ello obliga su persona i vienes havidos y por aver, y renuncia todas las lellas qe. le puedan favorecer; lindan dhas. tieras por el norte con los pobladores del rio de Dn. Fernando á el pie de la seja, por el sur la siera de Pecuries, por el oriente [blank] y por el poniente con tieras de Franca, Sapata; y qe. es su voluntad qe. esta escriptura sea firme, estable y valedera sin qe. por falta de requisito o circunstancia alguna se pueda anular, sino qe. todas las da por espresadas; y para qe. tenga toda la fuerza y validacion qe. en derecho se requiere, me rogo ynterpusiera mi avtoridad judisial, y yo dho. Alce. Mor. dije qe. la interponia é ynterpuse quanta por dho. me es consedida, y pa. qe. conste la firme con dos testigos de mi asistensia con quienes actuo á falta de todo escrivano qe. no lo hai en este reino, y no firmo la otorgante por que dijo no saver; la firme yo como dho. es en dho. dia, mes y año; de qe. doi fee.

ANTO. JOSE ORTIZ. [Rubrica.]

Teso.: FRANCO. ORTIZ. [Rubrica.]

Teso.: JOSE MIERA. [Rubrica.]

File No. 109.]

[Reported No. 158.]

Translation of deed from Ana Maria Romero to Ventura Romero.

At this pueblo of San Gerónimo de Taos on the twentieth day of the month of October of this year one thousand seven hundred and ninety-five, before me, Don Antonio José Ortiz, chief alcalde and war captain of said pueblo and its jurisdiction, personally appeared Ana Maria Romero, whom I certify I know, and she stated that she gave and did give in legal sale to Ventura Romero, a resident of Las Trampas of our father Saint Francis, a piece of agricultural land which she possesses at said Trampas, and it consists of eighty-five varas, measured from east to west, for the price and sum of one hundred and seventy dollars of the currency of country, which she acknowledged as delivered to her entire satisfaction, and that if said piece of land is worth more she makes to him a gift and donation, pure, simple, and irrevocable, which the law calls *inter vivos*; and that she sells it to him free of detriment, with entrances and exits, according to and in the manner in which she possessed them; and that she conveys all her interests, right, and seigniorship that she, the said Ana Maria, had in said piece of land, and that neither now nor at any time will claim or suit be brought against him either by her or her children; and that if any one should bring it against him, let him not be heard in or out of court; and that she binds herself to defend it until she places him in quiet and peaceable possession, and she thereto binds her person and her present and future property; and she renounces all the laws that may favor her. Said lands are bounded on the north by the settlers of the Don Fernando River, at the foot of the ridge (seja); on the south the Picuris Mountain; on the east [x blank x], and on the west by lands of Francisca Zapata (Sapata); and that it is her will that this instrument be firm, stable, and valid, without it being possible to annul it for lack of any necessary condition or circumstance; but she declares them all as expressed; and in order that it may have all the force and validity required by law, she requested me to sanction it by my judicial authority, and I, said chief alcalde, stated that I sanctioned and did sanction it in so far as I am authorized by law; and in witness thereof I signed it with my two attending witnesses, with whom I act for lack of any notary, of which there is none in this kingdom; and the grantor did not sign because she stated that she did not know how. I signed it as aforesaid on said day, month, and year. To which I certify.

ANTONIO JOSÉ ORTIZ. [Scroll.]

Witness:

FRANCISCO ORTIZ. [Scroll.]

Witness:

JOSÉ MIERA. [Scroll.]

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., March 2, 1888.

The foregoing, on two pages, is a full, true, and correct translation, to the best of my knowledge, of the original document in Spanish, on two pages, which original, designated as No. 11, is on file in this office, in the matter of private land claim, file No. 109, in the name of Cristobal de la Serna, for "Los Ranchos de Taos" tract.

WILL. M. TIPTON,
Translator.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.:

I hereby certify that the signature affixed to the foregoing certificate is the genuine signature of Will. M. Tipton, who at the time of signing the same was the official translator of this office, and that all his acts as such are entitled to full faith and credit.

In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed, at the city of Santa Fé, this second day of March, A. D. 1888.

[SEAL.]

GEO. W. JULIAN,
United States Surveyor-General for New Mexico.

File No. 109.]

[Reported No. 158.]

Testimony of witnesses.

In the matter of the investigation of private land claim, file No. 109, in the name of Cristobal de la Serna, evidence was taken at the surveyor-general's office in Santa Fé, N.

Mex., on Thursday, March 1, 1888, there being present George W. Julian, United States surveyor-general, Don Santiago Valdez, attorney for claimants, and Will. M. Tipton, translator of the surveyor-general's office, who acted as interpreter.

JOAQUIN ANDRES GARCIA, being first duly sworn, on his oath deposes and says in answer to interrogations:

By Don SANTIAGO VALDEZ, attorney for claimants:

Q. How old are you?—A. I am eighty-seven years old, that is nearly so.

Q. Where do you live?—A. In Taos County, at a place called Arroyo Seco.

Q. How long have you been living there?—A. Since 1830.

Q. Do you know the settlement of El Rancho; if so, how long have you known it?—A. I do, and I think I have known it since the year 1810. I lived there some years.

Q. Do you know of your own knowledge to whom that ranch belonged, or have you heard your ancestors say whose land it was?—A. I can not say positively who were the first settlers, as when I was very young it was already a good-sized place. There was a man named Juan Crisóstomo, who with others, I understand, was the first settler at El Rancho, as I understand these first settlers were natives of the Pueblo of Taos. I have heard it said that the place first belonged to the Romero.

Q. Do you know what were the north and south boundaries of said tract as recognized by the people living there?—A. I know them. The northern boundary was the Don Fernandez River; the south boundary is the Picuris Mountain.

Q. Do you know if the present settlers of the rancho are the heirs and legal successors of Cristobal de la Serna or of Diego Romero, by purchase or inheritance?—A. I don't know of whom they were purchasers; some of the people may be heirs of Serna or Romero, but the greater portion hold by purchase.

Q. What were the eastern and western boundaries of the grant?—A. The eastern boundary is a road that is known as the Spring road (camino del ojo); the western boundary is the Taos River, that joins the Rio Grande.

Q. Do you know whether there is a road in the Taos Valley named the Middle road (camino de en medio), which goes to Picuris?—A. I do know there is such a road.

Q. Do you know whether that road is a boundary of any grant in the Taos Valley?—A. I don't know.

Q. Do you know whether any division was made of the lands at El Rancho; if so, to whom and when?—A. I know that partitions were made at different times to a very large number of persons, but I do not recollect the years in which they were made. The last partition was made by Don Antonio Ortiz, now deceased.

Q. Do you know what is the present north boundary of the rancho?—A. The present north boundary is the "Alto de la Cruz," the height of the cross.

Cross-examination by Surveyor-General JULIAN:

Q. You say the greater portion of the persons on the tract hold their lands by purchase. Of whom did they purchase?—A. They bought of so many people that I can't tell of whom.

Q. Do you know the people generally who are living on the tract?—A. I know some and some I don't know. There are a great many people.

Q. Do you know whether they or any of them are the heirs of Cristobal de la Serna?—A. I don't know. There are some Romero's living there that I believe are heirs, but I don't know it positively. If there are any heirs they must be very few.

JOAQUIN A. GARCIA.

Sworn to and subscribed before me this first day of March, A. D. 1888.

GEO. W. JULIAN,
Surveyor-General.

In the matter of the investigation of private land claim, file No. 199, in the name of Cristobal de la Serna, evidence was taken at the surveyor-general's office, in Santa Fé, N. M., on Thursday, the 1st day of March, 1888, there being present George W. Julian, United States surveyor-general; Don Santiago Valdez, attorney for claimants, and Will. M. Tipton, translator of the surveyor-general's office, who acted as interpreter.

JOSÉ RAFAEL VIGIL, being duly sworn, on his oath deposes and says, in answer to interrogations:

By Don SANTIAGO VALDEZ, attorney for claimants:

Q. How old are you?—A. I am seventy-five years old.

Q. Do you know the land in Taos Valley known as the Ranchos de Taos?—A. Yes, sir.

Q. How long have you known that the said Ranchos de Taos have been settled?—A. I don't know how long they have been settled, but they were already settled at the time I first knew the place, in 1825.

Q. How many people of your own knowledge are now living there, more or less?—A. There are a great many. The number may reach two thousand, or somewhat more.

Q. What is the general occupation of the people residing in the Ranchos de Taos?—A. Farming.

Q. Do you know the boundaries of the grant at the Ranchos de Taos. If so, mention them.—A. I know some of them. The north boundary is the height of the cross (Alto de la Cruz). The eastern boundary is the foot of the mountain (el pie de la sierra). On the south the Picuris Mountain (sierra). On the west the middle road (camino de en medio).

Q. What river crosses the land you have described?—A. The Rio Grande.

Q. Is that the stream commonly called the Rio Grande del Norte?—A. No, sir; it is another stream, commonly known as the Rio Grande del Rancho.

Q. Is this Rio Grande settled and cultivated; and if so, to what extent?—A. It is settled and cultivated on both sides, but more on the north side than on the south side.

Q. Do you know in what manner the Ranchos de Toas were originally settled; if so, how do you know?—A. I know something about it. I have been informed by my grandparents that the land was originally settled by a man named Serna. This man Serna sold to one or two parties named Romero. These Romeros have been settlers there ever since, as have also been the parties to whom they sold.

Q. Are the present settlers the heirs and purchasers of the Romeros who you say bought the said land from Serna?—A. They are heirs and purchasers.

Cross-examination by the SURVEYOR-GENERAL:

Q. State whether the people on this land, numbering, you say, about two thousand, are all of them the heirs of the grantee or purchasers from them.—A. I did not mean to say there were two thousand persons on this land. I referred to the number of people in the whole valley of Taos. In relation to the Ranchos tract I have never heard of any claim under any other title than this title of Serna; and of the six hundred or seven hundred persons living on the tract I believe all are either heirs or purchasers under that title.

Q. Have the names specified in the petition of the claimants in this case been read over to you?—A. Yes, sir.

Q. About what proportion of them are you able to identify as heirs of Cristobal de la Serna, or purchasers from those heirs?—A. I think that about one-half are heirs and the other half purchasers.

Q. You state that you have never heard of any claim of title to this tract adverse to that of the claimants under the grant?—A. I never heard of any other claim of title.

Q. State whether the heirs and purchasers referred to are now living on the tract and cultivating it as their own.—A. They are.

his
JOSÉ RAFAEL + VIGIL.
mark.

Witness:

WILL. M. TIPTON.

Sworn to and subscribed to before me this 1st day of March, A. D. 1888.

GEO. W. JULIAN,
Surveyor-General.

In the matter of the investigation of private land claim, file No. 109, in the name of Cristobal de la Serna, evidence was taken at the surveyor-general's office in Santa Fé, N. Mex., on Thursday, the 1st day of March, 1888, there being present George W. Julian, United States surveyor-general, and Don Santiago Valdes, attorney for claimants.

ALEXANDER GUSDORF, being first duly sworn, on his oath deposes and says in answer to interrogatories:

By Don SANTIAGO VALDEZ, attorney for claimants:

Q. How old are you?—A. Thirty-nine years.

Q. Where are you living now?—A. At the Ranchos de Taos.

Q. When did you go there to live?—A. I have lived there a little over sixteen years; sixteen and a half.

Q. Are you acquainted with the people living now at the Ranchos de Taos?—A. Yes, sir.

Q. Please read the names on the list attached to this petition and state how many of them you know personally and where they are living.—A. I have already read the list and I know all the persons mentioned in it. They all live at the Ranchos de Taos with the exception of those beginning with Melquiades Tafoya and continuing to the end of the list—twenty in number, who do not live at Ranchos de Taos, but own land there.

Q. State how many inhabitants, more or less, are now living in the Ranchos de Taos, including men, women and children.—A. I can not say exactly how many there are, but in 1885, when I took the census, there were nearly 1,500. I suppose there are that many now, if not more.

Cross-examination by SURVEYOR-GENERAL:

Q. State whether any of these parties claim title other than under this grant?—A. They do not.

ALEXANDER GUSDORF.

Sworn and subscribed before me this 1st day of March, A. D. 1888.

GEO. W. JULIAN,
Surveyor-General.

File No. 109.]

[Reported No. 158.

Surveyor-general's opinion.

Private land claim known as the Cristobal de la Serna grant, for Los Ranchos de Taos tract.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., March 5, 1888.

The claim in this case was filed in this office on the 17th of January, 1876, by "the heirs and legal representatives of" the grantee, but without giving their names. For some cause no further action was taken till the 13th of December, 1887, when a supplementary petition was filed setting forth the names of the heirs and legal representatives, and stating in detail the facts on which they rely in asking the confirmation of their claim.

A grant in this case was first made to the said Cristobal de la Serna on the 28th of April, in the year 1710, by the Marquis of Peñuela, then governor of New Mexico; but as the grantee did not settle on the land owing to his detention in the military service the grant, on the petition of Serna, was revalidated on the 31st of May, in the year 1715, by Don Juan Ignacio Flores Mogollon, then governor of the province. On the 15th of June of the same year Juan de la Mora Pineda, then lieutenant of the chief alcalde of the pueblo of Taos, gave juridical possession of the land; and on the 24th of November, in the year 1724, Juan Paez Hurtado, inspector-general of the province, examined and approved the grant.

The signature of Governor Mogollon, as shown by comparison with his other signatures found among the archives of this office, is evidently genuine, as is also that of the alcalde mentioned. That the grantee took possession and complied with the conditions of title required by the Spanish law in such cases is fairly to be presumed by the act of the inspector-general in approving it, in November, 1724. About this date the grantee transferred his ownership of the land to Diego Romero, as appears from a Spanish document, numbered 755, in the archives in this office. It is satisfactorily shown by other Spanish documents, referred to by numbers, that the land thenceforward became the property of said Romero and his heirs and legal representatives, and that in the year 1796 a reduction of its area on the north side was made, and the north boundary permanently fixed at a point called La Cruz Alta. The tract as bounded in the act of possession is described as being "on one side, the middle road; and on the other, the Hot Spring; and on the east, an old land-mark; and on the other the mountain." These boundaries are indefinite and uncertain, and the true boundaries, as shown by the adjustment of the north line as just stated and the oral evidence on file showing the land now actually occupied by the present claimants, are as follows: On the north the height of the cross, on the south the Picuris Mountains, on the east the foot of the mountain, and on the west the middle road. No survey of the tract has been made, but its estimated area is about twenty thousand acres.

The present claimants number more than 200, and all of them except twenty reside on and cultivate the land in the parcels claimed by each. The evidence shows that no

title adverse to that of the grant has ever been asserted or heard of, and that its claimants have had peaceable possession of it since the early part of the present century. About one-half the claimants are shown to be the heirs of the grantee, or of the said Romero, and the remainder purchasers from said heirs. The documents showing the legal transfer to these purchasers are not produced and I do not deem such production necessary to the purposes of these petitioners. They are shown to be the sole owners of the land, and each class recognizes the validity of the claim of the other, by joining in the prayer for confirmation of their titles. I recommend such confirmation by Congress, subject to the right of the United States to any mineral found in the lands, leaving its owners to adjust their respective rights according to their own wishes and convenience.

Copies in triplicate of this opinion and of the other papers in the case are forwarded as required.

GEO. W. JULIAN,
Surveyor-General.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex.:

I hereby certify that the foregoing, on fifty-three (53), is a correct transcript of the original documents from which it was made, which documents are on file in this office, in the matter of private land claim, reported No. 158, in the name of Cristobal de la Serna for "Los Ranchos de Taos" tract.

In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed, at the city of Santa Fé, this the first day of February, A. D. 1889.

[SEAL.]

GEO. W. JULIAN,
United States Surveyor-General for New Mexico.

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LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

Report of the surveyor-general of New Mexico on private land claim No. 159.

FEBRUARY 22, 1889.—Referred to the Committee on Claims and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, February 20, 1889.

SIR: In pursuance of the requirements of the eighth section of the act of Congress approved July 22, 1854 (10 Stats., 308), I have the honor to transmit herewith for Congressional action the report of the United States surveyor-general for New Mexico on the private land claim in said Territory known as Arroyo Hondo tract, No. 159; also copy of letter of the 18th instant from the Assistant Commissioner of the General Land Office, transmitting the report.

Very respectfully,

WM. F. VILAS,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., February 18, 1889.

SIR: I have the honor to transmit herewith for submission to Congress the report, in duplicate, of the surveyor-general for New Mexico, under the eighth section of the act of Congress approved July 22, 1854 (Stats., vol. 10, p. 308), on private land claim known as the Arroyo Hondo tract, Nerio Sisneros *et al.* claimants, and numbered 159.

I am, sir, very respectfully, your obedient servant,

T. J. ANDERSON,
Assistant Commissioner.

Hon. WILLIAM F. VILAS,
Secretary of the Interior.

TRANSCRIPT OF DOCUMENTS ON FILE IN THE OFFICE OF THE UNITED STATES SURVEYOR-GENERAL FOR NEW MEXICO, IN THE MATTER OF PRIVATE LAND CLAIM NO. 159, IN THE NAME OF NERIO SISNEROS ET AL., FOR THE ARROYO HONDO TRACT.

File No. 81.]

[Reported No., 159.

Claimant's petition to surveyor-general.

SANTA FÉ, N. MEX., December 8, 1887.

To Hon. GEORGE W. JULIAN,
Surveyor-General of New Mexico:

Your petitioners, Diego Martinez, Pablo Martinez, Flor Martinez, Gabriela Medina, Ramon Archuleta, Bonifacio Martinez, Inocencio Valdes, jr., Santiago Arellano, Antonio Arellano, Crespín Arellano, Cecilio Rael, Roman Vigil, Manuel A. Medina, Miguel Herrera, Rafael Mestas, Juan N. Cordova, Julian Arellano, Venceslado Arellano, Santos Garcia, Juan T. Vigil, Manuel Segura, Nieves Analla, Jesus Ma. Anaya, Jose L. Trugillo, Julian A. Martinez, Manuel A. Chacon, Silviano Lucero, Juan Abila, Miguel Rodriguez, Dolores Vigil, Bitor Trugillo, Donaciano Trugillo, Bernardino Medina, Dolores Martinez, Pedro Herrera, Juan Santistevan, Cirila Santistevan, Juan A. Vigil, Javier Honzales, Vidal Vigil, J. M. Vigil, Juan A. Bernal, Luciano Padilla, Nemecio Abila, Juan Cordova, Roman Sanchez, Juan Ma. Martinez, the heirs of W. Le Branc, Juan T. Arellano, Augustin Lacome, Nicanor Mondragon, Antonio Aban Mondragon, Gabino Bernal, Maria de la Luz Lucero, Epimenio Padilla, Antonio Maria Sanchez, Pedro Gonzales, Antonio Romero, J. Ignacio Rael, Cruz Santistevan, Antonia Ma. Martinez, Hermeregildo Martinez, Manuel Rael, Antonio Vigil, Francisco A. Medina, Felipe Madrid, Candelario Maes, Rafael Vigil, Buenaventura Arellano, Jose F. Gallegos, Lucio Domingues, Jose Maria Pacheco, Bitor Martinez, Albino Sanchez, Anastacio Chacon, all residents of the county of Taos, Territory of New Mexico, heirs and legal representatives of the forty-four original grantees to a tract of land known as the Arroyo Hondo settlement, respectfully represent before your honor that on the year 1815, Nerio Sisneros for himself and for forty-three other persons, whose names appear in the original title papers accompanying this petition, applied for, by petition made to the chiefalcalde Dn. Jose Miguel Tafoya, and by said chief alcalde sent it to his excellency Dn. Alberto Maynes, lt. col. of the royal armies of His Majesty the King of Spain and then governor of this province of New Mexico, for a grant of land lying and being situated upon the Rio Hondo, within the limits of the county of Taos, in this the Territory of New Mexico, being about six miles from west to east and about six miles from north to south, more or less, called and commonly known as the settlement of Arroyo Hondo; that such petition for land was received and considered by said Governor D. Alberto Maynes in this city of Santa Fé, and on the 2d day of April, 1815, said governor conceded and granted to said Nerio Sisneros and others, their heirs and successors, in the name of His Majesty the King of Spain, the tract of land they petitioned for, stating in his decree the conditions which were to be complied with by the settlers, and empowering the chief alcalde of Taos with authority to place the said grantees in full and complete possession of the said land, which appears to have been done by the chief alcalde of Taos in good faith and in strict accordance with the conditions of said decree of said governor, as is evidenced by the act of possession and distribution of the land aforesaid to the original grantees, in varas and lots to build houses, as given, certified, and signed by Pedro Martin, then the chief alcalde of Taos, on the 10th day of April, 1815.

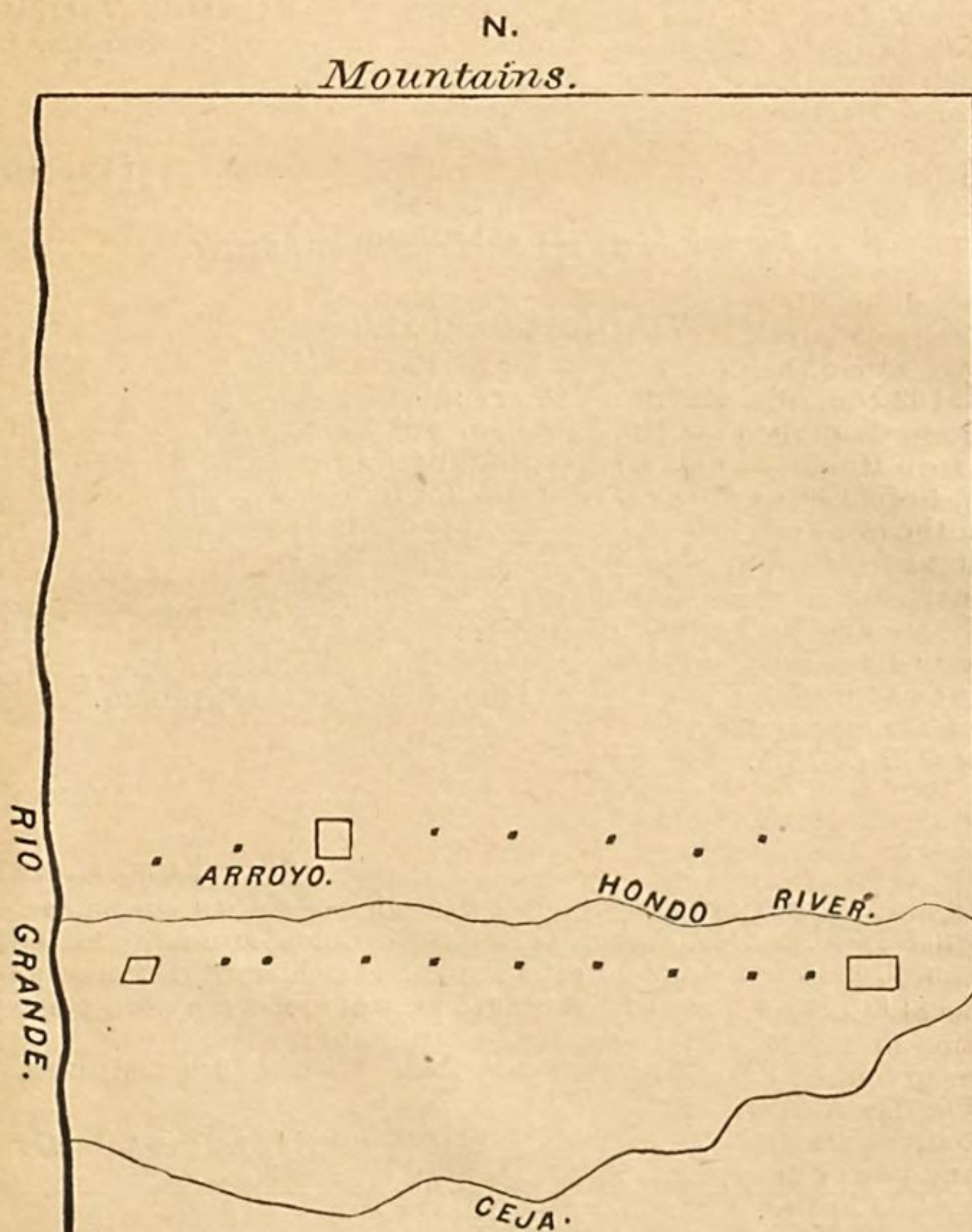
Your petitioners respectfully call your earnest attention to the fact that the authority and power of said governor, D. Alberto Maynes, to make the said grant, reference is made to the laws and decree of the Crown of Spain which were in force in this province of New Mexico at that time.

Your petitioners further represent that said original grantees mentioned in the original papers in this case and their heirs and legal representatives did erect buildings, established towns, and lived upon, occupied, and cultivated the said tract of land granted, with their families, herds, etc., since the grant was given and up to the present date; and which tract of land was fully recognized and respected by the former Spanish and Mexican Governments as the bona fide grant and property of said forty-four original grantees, their heirs and legal representatives.

Your petitioners further represent that on the 10th day of March, 1823, by petition of Ignacio Gonzales, as attorney for the Arroyo Hondo original grantees, made to the Ayuntamiento of Taos, a corporation under the Mexican Government, it was declared by Juan Anto. Lobato and Jose Manuel Romero, secretary of Cabildo, as can be seen in his decree of July, 12th day, of 1823, that the legal boundaries of the land granted are on the north el Serro on the side of the river of San Cristoval; on the south the hill which limits to those of Arroyo Seco; on the east, the little cañon up above of the same river, and on the west, the Rio del Norte; also decreed that the

settlers of Arroyo Hondo have a full and absolute right to the water of their river as the original settlers, and that so was determined by the order of the governor, D. Jose Antonio Viscarra, of this Territory, then under the rule of the Mexican Government, and according to the laws, decrees, usages, and customs of the Mexican Government; for further and more definite information and particulars reference is made to the original papers, or copies thereof duly authenticated, and translation of them into the English language, constituting and accrediting the said grant and title as aforesaid which to be found among the archives of your office, and are as file No. 81, and your petitioners pray the same to be taken from said archives and transferred to and made part of this petition for said tract of land.

SKETCH MAP
OF
ARROYO HONDO GRANT.



EXPLANATIONS.
TOWNS-----□
RANCHES,-----■
SCALE: 1 INCH TO 1 MILE.

Your petitioners further represent that the amount of the land claimed is not known, as no survey has ever been made of the grant; but more or less, according to the judgment of your petitioners, is six miles from east to west and six miles from north to south; that the land is non-mineral, and is situated on the Arroyo Hondo, as aforesaid, in the county of Taos and the Territory of New Mexico; that it is not known to conflict with any other grant, as your petitioners are now, and for many years have been, in the quiet and peaceable possession and enjoyment of said land,

as aforesaid, without any perturbation by any one, but, however, it is thought that may be in conflict with an erroneous survey made of the claim of one Antonio Leroux grant, which, as it is thought, covers such survey, a part of said grant, taken away from your petitioners, the most number of towns and houses, and our agricultural lands, which we are in possession of; that your petitioners would further represent that they are desirous of bringing before your honor, for examination, witnesses to prove the continuous possession of the land claimed, and such other matters and things which your honor may require evidence concerning said land and claim; and further represent that they assert and claim a perfect and absolute title to said land, under the grant aforesaid, made in good faith under the laws, usages, and customs of the Kingdom of Spain.

Your petitioners pray that their said title to said tract of land be taken up and passed upon by your honor at an early day under the 8th article of the treaty of Guadalupe Hidalgo, and the 8th section of the act of Congress of July 22d day, 1854, establishing your office, and they ask that said grant be approved, surveyed, and confirmed to the heirs and legal representatives of the said forty-four original grantees aforesaid.

SANTIAGO VALDEZ,
Attorney for Claimants.

File No. 81.]

[Reported No., 159.

Spanish document A—Petition and decree.

TESTIMTO. CERTIFICADO.

Sor. Alce. Mayor Dn. JOSE MIGUEL TAFOYA :

Nerio Sisneros becino de esta jurisdiccion de Taos, con el mayor respeto que debo, comparezco ante V. y digo que por quanto el 28 de Febrero de 1813 se publico por bando a todos los becinos faltos de tierra para sembrar se estendieran en las tierras baldias, y siendo yo, y barios compañeros los q carecemos de tierras para poder sostener nuestras familias suplicamos a V. q el paraje del Rio Ondo senos concedo para nuestra subsistencia en consideracion q dho. sitio no perjudica a nadie, por estar distante de la Legua; de los Yndios: dicho paraje y es a proposito para formar una poblacion por estar serca la administracion, abundante de pastos, aguas, leña, y maderas; esperamos de su benignidad el q seamos faborecidos en lo q pedimos.

Dios gue. a V. muchos años.

Taos y Marso 27 de 1815.

NERIO SISNEROS.

TAOS, Mzo. 27 de 1815.

Habiendo bisto la anterior presentacion y almitiendola, como me corresponde, yo Dn. Jose Miguel Tafolla, Alce. Mayor de esta Jurisdiccion, ago remicion de ella al Sor. Teniente Coronal, y Gobernador de esta Prova. Dn. Alberto Maynes, para q. en su bista determine lo q. fuere de sn superior agrado, y digo: q. me parece no se perjudica á nadie.

JOSE MIGUEL TAFOYA.

SANTA FÉ, 2 de Abril de 1815.

Como lo piden y al efecto, puede proceder el Alce. Mayor de Taos, á hacer morceanamto. á nombre de S. M. de solares para casas, y suertes de tierras; de siembra de las medidas acostumbradas, con tal q. no ayga perjuicios de terceros, siendo condicion q. no a de dar mas medidas q. aquello q. cada becino pueda romper, y cultivar, con obligacion de cercarlo, para no cobrar daños, quedando los ejidos realengos para pastiar los bienes de todos, y cuidando de los ganados menores coman lejos, para q. no incomoden sus siembras por ser asi de buen gobierno.

MAYNES.

En obedecimto. a lo q. S. S. pre prebiene con fha. de seis de Abril del presente año, pase a dar pocecion, y merced en nombre de su Real Magestad, entregando a los contenidos en la lista siguiente solares para casas, y suertes de Tierras para siembras de todas semillas: en cuyo sitio concidero con ebidencia, y esperencia, q. no perjudica ni á Yndios, por estar fuera de su legua, ni á becinos, q. dando Aguas, y pastos comunes, á beneficio del comun.

Lista de los poseedores del Arrollo Ondo.

	vs.		vs.
Nerio Sisneros	100	Juan Gonzales	050
Franco. Sandoval	100	Juan Angel Garcia	050
Jose Romero	100	Rafael Sisneros	050
Juan Quintana	100	Pablo Lucero	300
Felipe Martin	100	Ramon Blea	40
Jesus Sandoval	100	Gregorio Pacheco	060
Lorenzo Baca	100	Jose Martin	100
Juan N. P. Luna	100	Franco Vijil	100
Sebastian Xaramio	100	Benito Trujillo	100
Juan Anto. Alcon	100	Ramon Arellano	100
Cristobal Medina	100	Nicolas Romero	100
Manl. Tafoya	100	Miguel Lucero	050
Manl. Padilla	100	Benito Gallego	050
Salbador Padia	100	Anto. Martin	050
Juan Gonzales	100	Jose Gabriel Martin	100
Tomas Lobato	100	Julian Arellano	100
Juana Martin	050	Juan Anto. Martin	200
Anastacio Abila	050	Juan Duran	100
Eusebio Abila	100	Seferino Martin	100
Anto. Archuleta	100	Xabier Garcia	100
Lorenzo Cordova	100		
Manl. Mondragon	050	Total	44
Juan Medina	050		

Por cuya merced los mencionados en esta Lista hicieron demostraciones de Alegria por la Merced, y reconocimto. á nuestro soberano, y al Sor. Gobernador, cuya persona representa a su Rl. Magestad; para cuya constancia lo firmo autuando por receptoria, con los testigos de mi asistencia, en dies dias del mes de Abril del presente año de mil ochocientos quince. Pedro Martin, Jues recetor. Asista.: Juan Domingo Fernandez. Asista.: Pedro Martin. Asista.: Tomas Becerra—"

Es copia sacada fiel, y legalmte.; de otra tambien copia q. de su original saco el Sor. Alce. Dn. Juan de Ds. Peña con fha. 12 de Mayo de 1820, la. q. saque per demolida q. esta aquella, y por abermelo suplicado asi los interesados; y para su debida constancia firmo, y autoriso este Testimonio autuando con los de mi asista. en el arrollo ondo á 19 de Mzo. de 1833.

JUAN ANTO. LOBATO. [Rubrica].

De Assa. TRINIDAD BARCELÓ. [Rubrica.]

De Assa. JUAN BTA. MEDINA. [Rubrica.]

File No. 81.]

[Reported No. 159]

Translation of Spanish document A.

AUTHENTICATED TESTIMONIO.

To the Senior Justice, JOSÉ MIGUEL TAFOYA:

I, Nerio Sisneros, citizen of this jurisdiction of Taos, with the greatest respect due, appear before you and state that whereas, on the 28th of February, 1813, it was published by proclamation to all the citizens in want of farming lands that they might go upon the vacant lands, and I and various associates being in need of lands with which to support our families, we pray you that the Rio Ondo place be granted to us for our support, considering that said tract does not injure any one, as it is distant from the league of the Indians, and is suitable for the formation of a town, as the administration is near, and pasture, water, fire-wood, and timber abundant. We trust from your benignity that we will be favored with what we ask.

God preserve you many years.

Taos, March 27, 1815.

NERIO SISNEROS.

TAOS, March 27, 1815.

Having seen the foregoing petition, and admitted it as becomes me, I, José Miguel Tafolla, senior justice of this jurisdiction, remit the same to the lieutenant-colonel and governor of this province, Alberto Maynes, so that in view thereof he may determine according to his superior will, and I declare that it appears to me that it works no injury to any one.

JOSÉ MIGUEL TAFOYA.

SANTA FÉ, April 2, 1815.

As requested by the petitioners, and to that end the senior justice of Taos may proceed to make grants, in the name of His Majesty, of building and farming lots of the customary size, with the condition that no damage be done to third parties, and that a larger amount than what each settler can break up and cultivate shall not be given, with the obligation to fence the same to avoid damages, the commons remaining public for the pasturage of the stock of all, and taking care that the small stock graze at a distance so that they may not disturb the growing crops, these being provisions for good government.

MAYNES.

In pursuance of the order of his excellency, under date of the sixth of April of the current year, I proceeded to give possession and title in the name of His Royal Majesty, delivering to those noted in the following list building lots and lots for planting all kinds of seeds, which tract I consider, upon evidence and experience, does not injure either the Indians, it being outside of their league, or the neighbors, the water and pasturage remaining common for the general benefit.

List of the settlers at Arollo Ondo.

	vs.		vs.
Nerio Sisneros.....	100	Juan Medina.....	50
Francisco Sandoval	100	Juan Goznales.....	50
José Romero.....	100	Juan Angel Garcia.....	50
Juan Quintana	100	Rafael Sisneros.....	50
Felipe Martin	100	Pablo Lucero.....	300
Jesus Sandoval.....	100	Ramon Blea.....	40
Lorenzo Baca	100	Gregorio Pacheco.....	60
Juan N. P. Luna.....	100	José Martin	100
Sebastian Xaramio	100	Francisco Vigil.....	100
Juan Antonio Alcon	100	Benito Trujillo.....	100
Cristobal Medina.....	100	Ramon Arellano.....	100
Manuel Tafoya.....	100	Nicolas Romero.....	100
Manuel Padilla.....	100	Miguel Lucero.....	50
Salbador Padia.....	100	Benito Gallego	50
Juan Gonzales.....	100	Antonio Martin	50
Tomas Lobato.....	100	José Gabriel Martin	100
Juana Martin	50	Julian Arellano	100
Anastacio Abila	50	Juan Antonio Martin	200
Eusebio Abila	100	Juan Duran	100
Antonio Archuleta.....	100	Seferino Martin	100
Lorenzo Cordoba.....	100	Xabier Garcia	100
Manuel Mondragon.....	50	Total, 44.	

For which grant those named in this list made demonstrations of joy for the donation and their acknowledgements to our sovereign and to the governor, the representative of His Royal Majesty. And in testimony I signed the same, acting by appointment, with my attending witnesses, on the tenth day of the month of April of the present year, one thousand eight hundred and fifteen.

PEDRO MARTIN,
Deputy Justice.

Attending, JUAN DOMINGO FERNANDES.

Attending, PEDRO MARTIN.

Attending, TOMAS BECERRA.

This is a copy taken faithfully and legally from another like copy which was taken from its original by the Alcalde Juan de Dios Peña, under date of the 12th of May, 1820, which copy I made on account of the worn-out condition of the former one, and as the parties interested requested me to do so—and for due testimony I sign and authenticate this testimonio, acting with my attending witnesses, at Arollo Ondo, on the 19th of March, 1833.

JUAN ANTONIO LOBATO.

Attending, TRINIDAD BARCELÓ.

Attending, JUAN BTA. MEDINA.

SURVEYOR-GENERAL'S OFFICE,
TRANSLATOR'S DEPARTMENT,
Santa Fé, New Mexico, December 10, 1861.

The foregoing five pages contain a correct translation from the original Spanish on file in this office.

DAV. J. MILLER,
Translator.

File No. 81]

[Reported No. 159.

Spanish Document B—Act of Possession.

POCECION.

En dres del mes de Abril de mil ochocientos quince yo el Alce. Mayor, y Capitan Agerra del pueblo de Taos, y sus partidos; Dn. Pedro Martin en cumplimto. de lo mandado por el Sor. thente. Coronl. Dn. Alberto Maynes, Cavo. del orden de Santiago, y Govor. politico y Militar de este Reyno, antes de pasar yo dho. Alce. Mayor al puesto o sitio, y paraje del arroyo ondo en compañía de dos testigos que lo fueron Dn. Juan Lobato y Dn. Juan Antto. Martin estando presentes las cuarenta y cuatro familias les hice saver y entender de la presentacion que hasian, y les espresé que para la dha. Pocecion havian de guardar y cumplir en toda forma de derecho las condiciones siguientes: Que el paraje prefixado ha de ser comun no solo a ellos cino a todos los vecinos que se puedan ir congregando en lo suscecivo; que respeto a lo arriesgado del paraje deveran mantenerse equipados de armas de fuego y lansas, de lo que se les pasara muestra en su entrada ó en cualesquiera tiempo que lo tuviere por conveniente el Alce. que les mandare entendido que todas las armas que tengan deveran ser de fuego vajo la pena de los que no lo egecuten seran despedidos de dha. poblason; que la plasa que la fabriquen há de ser en los terminos que exponen en su solicitud y asimismo deven sercar como se los previene el Sor Govor. en su decreto para ebitar daños, y aviendo oydo y echose cargo todos y cada uno de por si de las sitadas ya referidas en su conformidad respondieron de mancomun quedan ympuestos y entendidos de lo que se les advierte, y en consecuencia de lo qual los tome por la mano y dije en claras y enteligibles voces que en nombre de S. M. (que Dios Ge.) y sin perjuicio de su real aver ni de tersero los pacie por dhas. tierras, arancaron sacates, tiraron piedras tomando posecion en dhas. tierras quieta y pacificamte. sin contradicion alguna dieron voses diciendo viva el Rey señalandoles sus linderos que son, por el norte con la mojonera del poblador Pablo Cordova, y por el sur con la puerta del cañon del arroyo ondo y la mojonera de Dn. Pablo Lucero, y por el oriente con la cuchilla del serro, y por el poniente con la seja arroyo ondo medida donde comprende las varas que le tocaron a cada yndeviduo Pablo Cordova setenta baras por el sur sur linda con Javier Garcilla.

Jabier Carcilla setenta baras por el sur linda con tierras de Ramon Blea.

Ramon Blea, cuarenta baras.
 Gregorio Pacheco, sesenta baras.
 Gregorio Pacheco, sesenta baras.
 Jose Martin, cien baras.
 Franco. Vigil, sien baras.
 Benito Jrugillo, sien baras.
 Ramon Arellano, sien baras.
 Franco. Sandobal, sien baras.
 Jose Romero, sien baras.
 Jua Angel Garcilla, cincuenta vs.
 Rafael Sisneros, sien baras.
 Juan Quintana, cincuenta vs.
 Felipe Martin, sien baras.
 Jesus Sandoval, sien baras.
 Sien Baras, para la plasa y vien comun
 para todos los pobladores del dho. arroyo
 ondo.
 Lorenzo Baca, sien baras.
 Juan Luna, sien baras.
 Sevastian Jaramillo, sien baras.
 Nerio Sisneros, sien baras.

Juan Anto. Alcon, sien baras.
 Christobal Medina, sien baras.
 Manl. Tafoya, sien baras.
 Manuel Padilla, sien basas.
 Salvador Padilla, sien baras.
 Juan Gonsales, sien baras.
 Tomas Lovato, sien baras.
 Juana Martin, cincuenta baras.
 Anastacio Abila, cincuenta baras.
 Vsevio Avila, sien baras.
 Anto. Archuleta, sien baras.
 Ygnao. Medina, sien baras.
 Lorenzo Cordova, sien baras.
 Manl. Mondragon, cincuenta baras.
 Juan Medina, cincuenta baras.
 Juan Gonsales, cincuenta baras.
 Culas Romero, sien baras.
 Migl. Lucero, cincuenta baras.
 Benito Gayego, cincuenta baras.
 Salvador Padilla, cincuenta baras.
 Jose Gabriel, sien baras.

Dn. Pablo Luzero Luc un sobrante de un corto ancon, y son sus linderos por el norte con tierras de Jose Gabriel Martin, y por el sur a onde sale la presa de labor del arroyo ondo.

Los pobladores que comprenden a la posecion del arco torsido quedando vn abrebadero libre en la sienega del arroyo ondo desde el lindero de Javier Garcilla del lado del poniente, y para el norte con el lindero de Felipe Trugio que consta por su mojonera Felipe Trugillo ochenta baras de ancho, de largo quinientas, y son sus linderos por el norte con tierras de Manuel Cordova, y por el sur con el abrebadero, y por oriente onde alcansan las quinientas baras, y por poniente asta la orilla del Rio.

Manuel Cordova, sien baras, son sus linderos por el sur con tierras de Felipe Trugillo, y por el oriente y poniente son sus linderos lo mismo que el dho, Trugillo.

Matillas Begil, sien baras, son sus linderos por el sur con tierras de Manuel Cordova, y por el oriente y poniente son sus linderos lo mismo que el dho. Cordova.

Juan Medina, cincuenta baras, son sus linderos por el sur con tierras de Matias Vigil, y por el oriente y poniente lo mismo que Matias Bigil.

Alejandro Molina sien baras de tierras son sus linderos por sur con tierras de Juan Medina, y por el oriente, y poniente son sus linderos lo mismo que el dho. medina.

Anto José Luzero sien baras son sus linderos por sur con tierras de Alejandro Molina, y por el oriente, y poniente lo mismo que Molina Domingo siriaco silva sien baras son sus linderos por el sur con tierras de Anto José Lucero, y por el oriente, y poniente lo mismo que Lucero. Juan Romero sien baras son sus linderos por el sur con tierras de Domingo siriaco, y por oriente; y poniente lo mismo que siriaco—Comunes, y para que en todo tiempo conste lo firme Avtuando por Reseptoria A falta de todo Escribano que no lo hay con los dos testigos de mi asistencia con quienes actuo de que doy fee.

Pedro Martin [Rubrica.]

As. Andres Martin [Rubrica.]

As. Juan de Jesús vigil [Rubrica.]

Certificando que esta copia corresponde fiel y legalmente con su original ha que me refiero, y atendiendo ha una presentacion su fecha dies de Marso ultimo hecha por por el vecino del Arrollo hondo Ygnacio Gonsales apoderado d por el vecindario de dho territorio, declaro que los legitimos linderos de su terreno mercenado son por el norte el serro que está para lado del Rio de San Christoval por el sur la ceja con que linda los de el arrollo seco por el oriente el cañonsito de arriba de ese mismo Rio y por el poniente el Rio del Norte, yten que dho vecindario del Arrollo ondo tiene un total y absoluto derecho á la agua de su fuente y que sin su permiso y consentimiento los de el Arrollo seco no podran husar de la Asequia que de dho Rio tienen sacada, pues el total de la agua pertenesce á los que tienen labor en las dos margenes de dho Rio, los de abajo por derecho de antigüidad y los de arriba por disposicion del Señor Governador D. José Antonio Vizcarra, quines en años de escases de agua Deveran dejar pasar toda la que sea suficiente para el riego de la labor de abajo cuyos dueños tienen y gosen el mejor derecho, yten que dhos. vecinos del Arrollo hondo estan obligas. á mantener las armas segun y como lo prometieron quando se cituaron en dho terreno para constancia lo firmo con el Secretario del Ayuntamiento. de este partido hoy 12 de Julio de 1823 entre renglones estan obligados vale.

JUAN ANTTO. LOBATO [Rubrica].

JOSE MANUEL ROMERO [Rubrica],
Secreto. de Cabildo.

File No. 81.]

[Reported No. 159.]

Translation of Act of Possession.

POSSESSION.

On the tenth day of the month of April, one thousand eight hundred and fifteen, I, Pedro Martin, senior justice and war captain of the Pueblo of Taos and its precincts, in compliance with the order of Lieutenant-Colonel Alberto Maynes, knight of the order of Santiago and civil and military governor of this kingdom, before my proceeding to the spot or tract and place of Arroyo Ondo, accompanied by two witnesses, who were Juan Lobato and Juan Antonio Martin, the forty-four families being present, I, said senior justice, caused them to recognize and comprehend the petition they had presented, and I informed them that for said grant they had to observe and comply, to the full legal extent, with the following conditions: That said tract has to be in common not only among themselves but also among all others who may join them in the future; that with respect to the danger at the place, they shall have to keep themselves equipped with fire-arms and lances, with which they shall pass review at the beginning or at any time deemed proper by the alcalde in charge, it being understood that all the arms they may have shall be fire-arms, with the penalty that all who do not comply shall be ordered out of town; that the public square they may make be according as proposed in their petition, and to avoid damages they shall fence (their lands), as required by the governor in his decree. And all and each for himself of the aforesaid having heard and considered, they accordingly, by common consent, replied that they understood and agreed to what was required of them; wherefore I took them by the hand, and stated in clear and intelligible language that in the name of His Majesty (whom may God preserve!) and without prejudice to his royal possessions or to any third party, I walked them over said lands, they plucked up grass, cast stones, taking possession of said lands quietly and peacefully, without any opposition, shouting Long live the King! designating to them their boundaries, which are: On the north the landmark of the Settler Pablo Cordova, and on the south the mouth of the Arroyo Ondo cañon and the landmark of Pablo Lucero, and

on the east the ridge of the mountain, and on the west the Arroyo Ondo hill, measured to include the land given to each individual. Pablo Cordova, seventy varas, adjoins Javier Garcilla on the south.

Javier Garcilla, seventy varas, adjoins the lands of Ramon Blea on the south.

Ramon Blea, forty varas.
 Gregoria Pacheco, sixty varas.
 José Martin, one hundred varas.
 Francisco Vigil, one hundred varas.
 Benito Trugillo, one hundred varas.
 Ramon Arellano, one hundred varas.
 Francisco Sandoval, one hundred varas.
 José Romero, one hundred varas.
 Juan Angel Garcilla, fifty varas (altered from 100).
 Rafael Sisneros, one hundred varas.
 Juan Quintana, fifty varas (altered from 100, evidently).
 Felipe Martin, one hundred varas.
 Jesus Sandoval, one hundred varas.
 One hundred varas for the public square and general convenience of all the settlers of the said Arroyo Ondo.
 Lorenzo Baca, one hundred varas.
 Juan Luna, one hundred varas.
 Sevastian Jaramillo, one hundred varas.
 Nerio Sisneros, one hundred varas.

Juan Antonio Alcon, one hundred varas.
 Christobal Medina, one hundred varas.
 Manuel Tafoya, one hundred varas.
 Manuel Padilla, one hundred varas.
 Salvador Padilla, one hundred varas.
 Juan Gonsales, one hundred varas.
 Tomas Lovato, one hundred varas.
 Juana Martin, fifty varas.
 Anastacio Abila, fifty varas.
 Usevio Abila, one hundred varas.
 Antonio Archuleta, one hundred varas.
 Ygnacio Medina, one hundred varas.
 Lorenzo Cordova, one hundred varas.
 Manuel Mondragon, fifty varas.
 Juan Medina, fifty varas.
 Juan Gonsales, fifty varas.
 Culas Romero, one hundred varas.
 Miguel Lucero, fifty varas.
 Benito Gayego, fifty varas.
 Salvador Padilla, fifty varas.
 José Gabriel, one hundred varas.

Pablo Lucero a surplus in a small bend, and its boundaries are on the north the land of José Gabriel Martin and on the south the mouth of the acequia of the lands of Arroyo Ondo.

The settlers who have the grant at the Arco Torcido having a free watering place in the marsh of the Arroyo Ondo from the boundary of Javier Garcilla on the west and on the north the boundary of Felipe Trugio, which serves as its landmark. Felipe Trugio eighty varas wide, five hundred long, and its boundaries are, on the north, the lands of Manuel Cordova, and on the south the watering place, and on the east to where the five hundred varas extend, and on the west the bank of the river. Manuel Cordova one hundred varas; his boundaries are, on the south lands of Felipe Trugio, and on the east and west his boundaries are the same as said Trugio's. Matias Vigil one hundred varas; his boundaries are, on the south, lands of Manuel Cordova, and on the east and west his boundaries are the same as those of said Cordova. Juan Medina fifty varas; his boundaries are, on the south, lands of Matias Vigil, and on the east and west the same as Matias Vigil's. Alejandro Molino one hundred varas of land; his boundaries are, on the south, lands of Juan Medina, and on the east and west his boundaries are the same as those of said Medina. Antonio José Lucero one hundred varas; his boundaries are on the south by lands of Alejandro Molina, and on the east and west the same as Molina. Domingo Siriaco Silva one hundred varas; his boundaries are, on the south lands of Antonio José Lucero, and on the east and west the same as Lucero. Juan Romero one hundred varas; his boundaries are, on the south, land of Domingo Siriaco, and on the east and west the same as Siriaco. Commons. And that in all time it may so appear, I, acting by appointment, for want a scrivener, there being none, signed this with my two attending witnesses, with whom I act. To which I certify.

PEDRO MARTIN.

Attending: ANDRES MARTIN.

Attending: JUAN DE JESUS VIGIL.

Certifying that this copy agrees faithfully and legally with its original, to which I refer, and in attention to a petition, its date the tenth of March last, made by Ignacio Gonzales, citizen of Arroyo Hondo, attorney for the people of that district, I declare that the legitimate boundaries of their granted lands are: On the north, the hill which lies on the side towards the San Cristoval River; on the south, the brow of the hill, boundary of the settlers of Arroyo Seco; on the east, the upper little cañon of said river, and on the west, the Rio del Norte. Also, that said settlement of Arroya Hondo has a full and absolute right in the water from its fountain head, and that without their permission and consent the settlers at Arroyo Seco may not use the acequia which they have taken out from said river; for all the water belongs to those who have fields on both banks of said river, those below by right of priority, and those above by order of the governor, José Antonio Viscarra, which latter, in

years of scarcity of water, shall allow water sufficient to irrigate the cultivated lands below, whose owners have and enjoy the better right to pass down; also that said settlers at Arroyo Hondo are bound to keep arms as they stipulated when they settled upon said land. In testimony I sign this with the secretary of the corporation of this district on this the 12th day of July, 1823. Interlined "are bound," valid.

JUAN ANTO. LOBATO.

JOSÉ MANUEL ROMERO,
Corporation Sec'y.

SURVEYOR-GENERAL'S OFFICE,
TRANSLATOR'S DEPARTMENT,
Santa Fé, N. Mex., December 10, 1861.

The foregoing six pages contain a correct translation from the original Spanish on file in this office.

DAV. J. MILLER,
Translator.

File No. 81.]

[Reported No. 159.

Testimony of witnesses.

In the matter of the investigation of private land claim file No. 81, in the name of Nerio Sisneros *et al.*, for the Arroyo Hondo tract, testimony was taken at the office of United States surveyor-general for New Mexico, at Santa Fé, N. Mex., on Thursday, the 1st day of March, 1868, there being present George W. Julian, United States surveyor-general; Don Santiago Valdez, attorney for claimants; and Will M. Tipton, translator of the surveyor-general's office, who acted as interpreter.

José Rafael Vigil, being first duly sworn, on his oath deposes and says, in answer to interrogations:

By DON SANTIAGO VALDEZ, attorney for claimants:

Q. How old are you?—A. I am seventy-five years old.

Q. Where do you live?—A. I live at Taos.

Q. Are you acquainted with the Arroyo Hondo grant? If so, state its boundaries.—A. Yes, sir; I am. The northern boundary is a hill (cerro) that is between San Cristobal and the Arroyo Hondo. The eastern boundary is a little cañon (canoncito) that is the furthest one up the river of the Arroyo Hondo. The southern boundary is the brow of the hill (ceja). The western boundary is where the Arroyo Hondo joins the Rio del Norte.

Q. State whether that grant is settled, and if so, how long it has been settled.—A. It is settled, and has been, to my knowledge, since the year 1815.

Q. Do you know the original grantees of said grant and the present settlers?—A. I know the present settlers and some of the grantees.

Q. Do you know whether the grant has been occupied since 1815 by the grantees and up to the present time by their heirs and purchasers?—A. Yes, sir; it has been so occupied.

Q. Have they built houses and cultivated lands within the tract granted?—A. Yes, sir; they have.

Q. How many inhabitants are living there now, including men, women, and children?—A. I think there must be more than three hundred.

Q. Do you know whether the present settlers are the heirs or purchasers of the original grantees; and if so, how do you know it?—A. They are all either heirs or purchasers.

Q. Did you hear read the list attached to the petition?—A. Yes, sir.

Q. How many of the persons mentioned in that list are heirs and how many purchasers?—A. There are some few who are heirs, but the greater portion are purchasers.

Cross-examination by the surveyor-general:

Q. State whether any claim of title has been set up by any party or by any parties adverse to this grant.—A. No, sir; not that I have ever heard of.

Q. Are the boundaries of this grant so well defined by the natural objects you have mentioned that a survey can readily be made?—A. Yes, sir; they are.

Q. How many acres does the tract contain?—A. I don't know anything about acres.

Q. How far is it from the north to the south boundary of this grant?—A. About three miles and a half.

Q. And from the eastern to the western boundary?—A. I think from six to seven miles.

Q. Do the claimants of this tract occupy and cultivate it in common or in separate allotments, as designated by the alcalde in the act of possession?—A. Each person has his own piece of property.

his
JOSÉ RAFAEL + VIGIL.
mark.

Witness:

WILL. M. TIPTON.

Subscribed and sworn to before me this 1st day of March, A. D. 1888.

GEO. W. JULIAN,
Surveyor-General.

In the matter of the investigation of private land claim file No. 81, in the name of Nerio Sisneros *et al.*, for the Arroyo Hondo tract, testimony was taken at the office of United States surveyor-general for New Mexico at Santa Fé, N. Mex., on Friday, the 2d day of March, 1888; there being present George W. Julian, United States surveyor-general; Don Santiago Valdez, attorney for claimants, and Will. M. Tipton, translator of the surveyor-general's office, who acted as interpreter. Joaquin Andres Garcia, being first duly sworn, on his oath deposes and says in answer to interrogations:

By DON SANTIAGO VALDEZ, attorney for claimants:

Q. How old are you?—A. I am going on eighty-seven years.

Q. Where do you live?—A. In precinct No. 5, Taos County, which is called Arroyo Seco.

Q. State whether you know the land embraced in the Arroyo Hondo grant, and if you do, state its boundaries.—A. I do know the lands in that grant, and I know the boundaries from what I have heard said by persons older than myself. The north boundary is a high hill (cerro) in the mountain between the San Cristobal River and the Arroyo Hondo. The eastern boundary is a little cañon (canoncito) that is up the Arroyo Hondo. There are two *canoncitos* but the one that is furthest up the arroyo is the boundary. The south boundary is the brow of the hill that divides the Arroyo Hondo from the plain (llano) to the south. The western boundary is the cañon (cajon) of the Rio del Norte.

Q. State, if you know, when said grant was first settled.—A. It was settled in 1815; the first planting was done in that year.

Q. State whether you knew any of the original grantees of the Arroyo Hondo grant, and, if so, name those you knew.—A. I don't know whether they were grantees or not, but I can tell you the names of the first settlers: Don Lorencito Cordova, Pablo Cordova, Salvador Padilla, Antonio Archuleta, who was sometimes called the *viandante* or peddler, Antonio Martin, who was a brother-in-law of this Don Lorencito Cordova, Eusibio Abila, Anastacio Abila, a brother of the former, and Nerio Sisneros. Those are all the persons whose names I remember, but I recollect many other settlers whose names I have now forgotten, as it is difficult at my age to recollect such things.

Q. State whether you know the original grantees were in possession ever since 1815, and what improvements, if any, they made on said land.—A. I know they were in possession from 1815 up to the present time. I was a herder there when I was a boy and may say that I lived among them. They built an *acequia* (irrigating ditch) for the cultivation of the lands, and afterwards constructed a fence of branches of trees to protect the crops from the animals. They built a town (plaza), with a chapel, and afterwards built another town further down the arroyo.

Q. Have you heard read the list of names of the present settlers attached to the petition in this case?—A. Yes, sir; I have.

Q. State whether you know them to be heirs of the original grantees or purchasers.—A. The Abilas, the Raeles, and Bernalles are heirs, and possibly others that I don't recollect, but the most of the others are purchasers.

Q. Do you know where the persons named in the list just read to you are now living?—A. They are living at the Arroyo Hondo; some at the upper and some at the lower town, and others live between the two towns.

Cross-examination by SURVEYOR-GENERAL:

Q. State whether any claim has ever been made to this land adverse to the right set up under the grant.—A. I have never heard of any such claim since the grant was settled in 1815.

JOAQUIN A. GARCIA.

Sworn to and subscribed before me this 2d day of March, A. D. 1888.

GEO. W. JULIAN.

Surveyor-General.

File No. 81.]

[Reported No. 159.

Surveyor-general's opinion.

Private land claim known as the Arroyo Hondo grant or settlement, file No. 81.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, N. Mex., March 31, 1888.

Some of the papers in this case were filed in this office on the 17th of June, 1861, by Jesus M. Lucero, and additional papers were filed on the 21st of July, 1881. No petition was filed till the 9th of December, 1887, and the case is now before me on the papers and proofs submitted.

The title papers relied on show that on the 27th of March, 1815, on the petition of Nerio Sisneros, a citizen of the jurisdiction of Taos, praying a grant of what he called the "Rio Hondo Place," the said petition was remitted by José Miguel Tafolla, senior justice of the jurisdiction, to the lieutenant-colonel and governor of the province of New Mexico, Don Alberto Maynes, who on the 2d day of April of the same year, after duly considering the matter, directed the senior justice of Taos to proceed to make grants, in the name of His Majesty, of building and farming lots of the customary size, not exceeding what each settler can break up and cultivate, with the obligation to fence the same, and providing that the commons should remain public for the pasturage of the stock of all.

It is further shown that in pursuance of the said order, on the 10th day of April of the same year, the senior justice of the jurisdiction of Taos, Pedro Martin, proceeded to assign and set apart in severalty to forty-four persons as many parcels of land, with the number of varas placed opposite to each name, of which several parcels he duly delivered possession, as is more particularly shown in the act of possession executed by him and attested by his attending witnesses.

The original grant and act of possession are not produced, nor their absence accounted for; but copies of these documents are shown by a *testimonio*, duly attested by Juan Antonio Lobato, dated the 19th of March, 1833, who certifies that this *testimonio* is a faithful and legal copy of a like copy taken from the original by the Alcalde Juan Dios Peña, dated May 12, 1820, and that this second copy was taken on account of the worn-out condition of the first.

The boundaries of the tract covering these small allotments are described as follows: "On the north the landmark of the settler Pablo Cordovo, and on the south the mouth of the Arroyo Hondo Cañon and the landmark of Pablo Lucero, and on the east the ridge of the mountain, and on the west the Arroyo Hondo Hill." The papers do not show that the proceedings of the alcalde were ever approved by the governor, but the testimony recently taken in this office and now before me shows that the grantees took possession of their particular allotments, and that they and their heirs and legal representatives have ever since held continuous and peaceable possession of their lands. The testimony further shows that more than three hundred people now occupy these tracts, a few of whom are the descendants of the grantees and the remainder purchasers from them. The area of the entire tract is not known, as the land has not been surveyed, but is believed to be about 6 miles square. The testimony shows that the natural objects which designate the boundaries are so well defined that there can be no difficulty in making an accurate survey. The number of the present claimants as set forth in the petition is seventy-three, and they are all shown to be in actual possession of the several tracts claimed by them, and to be either the heirs of the original grantees or their legal representatives.

The papers showing the transfers to these legal representatives are not produced, but this is not believed to be necessary under the circumstances. Of course, this claim would have been more completely established if the original grant had been produced or its non-production accounted for, and if the approval of the proceedings of the alcalde by the governor had been shown; but the grantees evidently took possession of the land in good faith under the grant, and they and their legal representatives have ever since occupied it without any question of their right.

I recommend the confirmation of this claim by Congress.

Copies in triplicate of this opinion and of the other papers in the case are forwarded as required.

GEORGE W. JULIAN,
Surveyor-General.

UNITED STATES SURVEYOR-GENERAL'S OFFICE,
Santa Fé, New Mexico:

I hereby certify that the foregoing, on twenty-three pages, is a full, true, and correct transcript of the original documents from which it was made, which documents are on file in this office in the matter of private land claim, reported No. 159, in the name of Nerio Sisneros *et al.* for the Arroyo Hondo tract.

In witness whereof I have hereunto subscribed my name and caused the official seal of this office to be affixed at the city of Santa Fé, this the eighth day of February, A. D. 1889.

[SEAL.]

GEO. W. JULIAN,
United States Surveyor-General for New Mexico.

S. Ex. 3—67



L E T T E R

FROM

THE POSTMASTER GENERAL,

TRANSMITTING,

In response to resolution of the Senate February 8, 1889, statement of changes in the Railway Mail Service.

FEBRUARY 23, 1889.—Laid upon the table and ordered to be printed.

POST-OFFICE DEPARTMENT,
Washington, D. C., February 21, 1889.

SIR: I have the honor to comply with the resolve of the Senate, which is in the words following:

Resolved, That the Postmaster-General be requested to furnish the Senate, at his earliest practicable convenience, with a statement showing the number of changes of railway postal clerks, by quarterly periods, occurring from January 1, 1885, to December 31, 1888, with the reasons for such changes; the said statement to be in tabular form similar to that hereto annexed;

and to transmit herewith the information requested in tabular form similar to that furnished me by the Senate.

I have the honor to be your obedient servant,

DON M. DICKINSON,
Postmaster-General

Hon. JOHN J. INGALLS,
President pro tempore of the Senate.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING,

In response to Senate resolution of February 6, 1889, correspondence relative to timber-cutting on the Chippewa Indian Reservation.

FEBRUARY 23, 1889.—Referred to the Select Committee on Indian Traders and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, February 19, 1889.

SIR: I have the honor to acknowledge the receipt of the following resolution adopted by the Senate on the 6th day of February instant, to wit;

Resolved, That the Secretary of the Interior be directed to inform the Senate whether or not he has recently authorized the cutting of any timber on the Chippewa Indian Reservations within the La Pointe Agency during the present winter season under contracts not approved by the Commissioner of Indian Affairs or otherwise; and, if so, to transmit to the Senate copies of all orders authorizing such cutting of timber, with a statement of the reasons for issuing the same,

and in response thereto to transmit herewith copies of four communications addressed to the Commissioner of Indian Affairs, and bearing date, respectively, July 31, 1888, October 22, 1888, December 3, 1888, and January 29, 1889, which contain all orders given by me to authorize the cutting of any timber on the reservations mentioned during the present winter season.

In further reply I submit in the following statement the reasons for issuing these orders, as required by the resolution.

On the 13th day of March, 1888, I received, in a communication from the chairman of the Select Committee of the Senate on Indian Traders, a copy of a resolution adopted by that committee in these terms, viz:

Resolved, That a copy of the evidence taken by this committee concerning the Chippewa Indian allotments and timber contracts be transmitted to the Secretary of the Interior for his information; that his attention be specially called to the testimony showing that extensive lumbering operations are now being carried on upon the Chippewa Reservations, under contracts not yet approved by the Commissioner of Indian Affairs, by large gangs of lumbermen who are not Indians, in violation of the rules of the Indian Office, under which such contracts have been allowed to be made; and that the suggestion be further made to the Secretary that it is advisable that orders be given by telegraph to stop immediately the cutting down of any more trees upon the reservations under contracts with the Indians until further orders from the Department.

The inquiry of the committee began on the 8th day of March, and, until immediately before that time, my attention had never been given to the subject of the logging operations upon these reservations, having

less than two months previously entered upon the duties of this office, and never in my previous life or business affairs having been led to know anything of these operations, the nature of the rights involved or the particular manner in which the business was conducted; so that, beyond the mere fact that logging was carried on, as for some years had been done, upon the lands of these Indians, I had no knowledge or information concerning the transactions, nor who were the persons concerned as contractors, what the terms of the contracts, the extent of the operations, or any of the circumstances connected with the matter. The information which the Indian Office possessed had already been given to the committee, and it was unable to furnish anything of importance beyond what was shown in the testimony taken by the committee during the previous five days, and then submitted.

The further cutting of timber was, therefore, in accordance with the suggestion of the committee, immediately and entirely stopped by telegraphic order, and I at once dispatched an Indian inspector of the Department with instructions to thoroughly examine and report the facts, not only in respect to all the matters suggested by the committee, but upon "every point which may be of interest or importance in connection with the subject." His report, with all accompanying papers and testimony, was subsequently furnished to the committee.

Subsequent inquiries and reflection have satisfied me that the order then made was a mistake, unjust and harmful in practical effect, and compensated by no sufficient, if any, resulting benefits. It imposed serious waste and loss, in some cases upon the Indians, and in others upon contractors. It left unfinished operations which would have been better finished then, and which required to be afterwards completed, in good business management, in order to relieve against loss and secure the best results from existing conditions. For this reason, roundly stated, authority was given in the orders mentioned to resume cutting, under certain modifications and restrictions to be mentioned, during the present winter. I submit in more detail the facts and the grounds for this conclusion.

The right to sell their pine timber is derived by these Indians from the fact that, under the treaty of September 30, 1854, with the Chippewas, allotments of 80 acres each have been made to various members of the tribes and bands therein designated, to whom, under order of the President, patents have issued conveying the fee-title, subject only to the restriction that the patentee "and his heirs shall not sell, lease, or in any manner alienate" the land patented without the consent of the President. To the extent of cutting and disposing of the standing timber this consent has been given through regulations which appear to have been first adopted by the Department in 1882, and under which logging operations have been carried on every year since. Assuming consent to be necessary for the disposition of standing timber when consent has been given, there may be question of the legal right of the Department to further interfere with the Indian owner's control and management of his property. Certainly, when the timber has once been severed from the land, it is absolutely his, especially since the enactment of the act of February 8, 1887, in which it is provided that—

Every Indian born within the territorial limits of the United States, to whom allotment shall have been made * * * under any law or treaty * * * is hereby declared to be a citizen of the United States, and is entitled to all the rights, privileges and immunities of such citizens, whether said Indian has been or not, by birth or otherwise, a member of any tribe of Indians within the territorial limits of the United States, without in any manner impairing or otherwise affecting the right of any such Indian to tribal or other property.

One of the privileges and immunities thus given the Indian, as enjoyed by other citizens, must be conceded to be the right of control and management of property indisputably his own. How far even consent may be necessary to warrant the Indian citizen in disposing of his standing timber, especially if it be desirable to cut it in the way of clearing the land for agricultural uses, needs not to be considered so far as the present explanation is concerned.

The mode of sale was provided by these regulations and directed to be followed in all cases. A form of contract was prescribed to be entered into by the Indian owner on one side and some person purporting to be a purchaser of the logs, when cut, on the other, and by its terms this contract provided simply that the Indian to whom a certain tract therein described had been patented agreed to cut, in a good and merchantable manner, into logs of a prescribed length and size, from the merchantable pine timber upon three-quarters of the described tract, a stipulated number of thousands of feet, board measure, *more or less*, and deliver the same upon the bank of a river named for a prescribed price per thousand, which the other party agreed to pay in installments proportioned to the deliveries, the payment being guaranteed by an accompanying bond with sureties, the expense of scaling on the bank to be equally divided; the contract to be valid and binding only when approved by the agent and the Commissioner of Indian Affairs, and not to be assignable.

Assuming this contract to represent the true relations of the parties, it appears plain that unless for some reason the agent or the Commissioner thought fit to discriminate between Indian owners and deny to some the right to sell (either altogether or during a particular year), the only points in approving this contract requiring the supervising care of these officers on the Indian's account were the price to be paid for the logs when banked, and the sufficiency of the security for such payment. It is plain, also, that the price to be so fixed must depend principally upon the character of the logs which the pine then standing in the forest would yield, and upon the manner in which the logs should be cut and delivered; varying, perhaps, to some extent also accordingly as the delivery was made at a higher or lower point on the stream, whereby the driving to market would entail greater or less cost. The determination of this price required, therefore, in each particular case, both expert and local knowledge, such knowledge as only the trained and skillful woodsman or "timber estimator" can obtain by going into the forest and carefully examining each tract of land, its circumstances, and location. This is obviously beyond the range of the usual powers of the Indian Office, and necessarily to be left to the agent practically, or to some special agent. This appears to have led to the usage which came to prevail of allowing cutting to begin and proceed every year without the Commissioner's formal approval of the contracts, in reliance upon the agent's approval.

This form of contract was delusive. However simple in theory, it has never, from the beginning, as now appears, represented the real relations of the parties in practical operation under it, and the circumstances of the business were such that it was practically impossible that this contract could be executed according to its terms. It would have been an unwise contract for the white owner of but a single 80 acres of land, unless himself a practical logger and provided with the necessary equipment. The Indian could not execute it directly, and never appears to have attempted it; but the form of the agreement has imposed upon him the risk, and apparently in many cases from the beginning the

reality, of failure to secure the full value of the pine timber upon the land. To render these statements easily acceptable, and also to understand the action taken, require a view of the methods and necessities of the logging business upon these reservations.

The pine-bearing lands of these reservations lie in the deep forests of northern Wisconsin and Minnesota. These forests are heavily timbered with various kinds of trees, including maple, oak, birch, elm, poplar, hemlock, and balsam, as well as pine; and the pine trees are usually interspersed among others, and constitute but a small part of the entire body of timber upon a single allotment. It is said there are comparatively few tracts upon which the pine constitutes the greater portion of the timber. These forests are penetrated by small streams, tributaries of the larger rivers below which furnish the means of transporting or "driving" the logs from the forests to the mills, oftentimes far distant. The difficulty and cost of hauling heavy logs through the forests are such that, obviously, the price or value of the standing pine timber upon any tract will depend in considerable degree upon its distance from the driving stream.

The method of logging requires also to be attentively considered. It is necessary that the operation should be conducted with every circumstance of economical management which long experience in these forests has taught the practiced logger; or otherwise it will happen, as is not infrequently the case, that the heavy rate of expense necessary to be supported will consume the value of the logs when banked. A camp must be prepared many miles from towns or settlements, and a suitable house built for the maintenance of many men during the winter, as well as a stable for the draught animals; roads must be constructed through the forest and to the driving stream, sometimes miles distant; teams of horses and oxen, vehicles for hauling, and the various implements of the business, must be obtained, and provision of food for the camp secured; besides which, the engagement of the necessary labor, whether white or Indian, demands a responsible employer. The number of men in an ordinary camp ranges from twenty to a hundred, and the average expense for the winter of such a camp exceeds, it will be generally found, \$10,000. The camp requires for successful operation several persons specially skilled in the business, besides a foreman and a cook, who command high wages; and, withal, a diligent and zealous management; all of which is shown in the testimony taken by the committee.

It hardly need be said that the capacity of the ordinary Chippewa is unequal to such requirements; at least, his capacity as limited by his want of education and inexperience in business affairs. Besides this, he possessed neither the necessary equipment of cattle and implements, nor the money or credit demanded. It would require, in many cases, more than the value of the timber on a single allotment to provide the teams, vehicles, and implements requisite for a single camp. The expectation that all the Indian land-owners would so provide themselves for the purpose of logging their respective allotments could not be seriously indulged by one familiar with the nature of the business and the circumstances of the Indians.

It has resulted necessarily, from the beginning, that in actual fact the nominal purchaser of the Indian's logs was a practical logger, who, despite the form of the contract was really employed by the Indian to cut and bank his timber, who managed the business, furnished generally the entire equipment, hired the labor, paid the expenses, and charged all the cost to the Indian as a part of the price stipulated in the contract to be given for the logs on the bank. If he conducted the busi-

ness thriftily and accounted honestly, and the price for the logs was just, the Indian received all that could be fairly deemed his due for the timber on his land.

But the vice of this system is manifest. The Indian owner bears all the risks of poor management, accident, mischances of weather, over-reaching, and whatever else may swell the cost of delivering the logs on the bank, subject only to the correction of the agent in supervising the final settlement. Freed himself from these risks, which are usually all his own, the logger is under a less incentive to thrift and industry, and the cost of the camp may well be expected to be somewhat more in proportion to product, and the net return to the land-owner somewhat less. Such considerations, open to reasonable forecast and approved by experience, compel all prudent owners of small holdings, who do not enjoy the paternal guardianship of Government, to sell their pine standing for its stumpage value, which the competition of loggers usually raises to nearly and sometimes beyond the market value of the banked logs, less the actual cost of cutting and banking them.

Indian labor exclusively, or nearly so, was required in the lumber camps by the regulations, even, apparently, if better and cheaper white labor was at hand. It was a rule of theoretical excellence, but practically, as will readily appear, it was at the cost of every Indian owner to whom the rule was applied. These Indians have not been bred to habits of industry, nor taught to subordinate their feelings and ways to the requirements of business. They could not but be expensive laborers when employed under a rule which protected them from competition; and it is said that they were sometimes willful in failing to continue at their work and in observance of the necessary requirements. To whatever extent the cost of production has been so increased in any case, the net return to the Indian owner was diminished under this contract; and his enforced contribution to the support and industrial education of others of his tribe has resulted from the exercise of authority which, if imposed upon white men, would be deemed despotic. Trustworthy witnesses state that the rule begets exorbitance in demand and indifference in work on the part of the Indians, and that better results to them in every point of view attend the practice of hiring the best and cheapest labor, leaving Indians and whites to the fair emulation which makes the former strive to be skillful, industrious, and faithful forest laborers, as they are entirely capable of becoming under proper influences.

It has seemed to me that the better rule was to require Indian labor to be employed whenever it could be done fairly and without disadvantage. In fact such is the extent of business conducted throughout these forests, outside the reservations, that the demand for laborers of itself affords to the Indian abundant opportunity for employment; and it is well known to all acquainted with the facts that, so far as the Indian is willing to work, he is, in the winter season, abundantly provided with opportunities for it, and that these people avail themselves freely of such opportunities.

Another condition of this business requires notice, both as explaining a prevailing practice and as showing still further the difficulties which limit the Indian's own conduct of the logging operation. A logging camp can be most economically applied to cutting, during a single winter season, three to five million feet, board measure, of logs, if within the neighborhood, and may be extended to almost double the quantity; while the average of a single allotment appears not to exceed, if to equal, a half-million feet, and the agent says is only about 400,000 feet.

It is plain, therefore, that it is to the advantage of the owners of different allotments in the same vicinity to employ the same logging camp, by which means the cost of equipment and roads is distributed and diminished to each of the several owners.

It also results from these facts and conditions that when a logging camp is established in the neighborhood of an allotment it becomes to the advantage of the owner of the allotment to avail himself of that opportunity to cut and dispose of all his pine; because if other owners thereabouts then dispose of theirs, and his is left standing, it would require a proportionately greater cost to establish and maintain a camp for the purpose of logging a single allotment only, and oftentimes the timber remaining might be of too small value to justify the separate establishment of a camp for that purpose. Consequently it has been the practice, supported by manifest reasons of advantage to the Indian owner, that the same logger has made contracts with the different allotment owners in the same vicinage, varying in number, naturally, accordingly as there were more or less allotments accessible and according to the quantity of pine which they contained. The contractors who engage in this business must necessarily be possessed of considerable means, and are, with but few exceptions, men of integrity and ability, experienced in the business of logging. Sometimes the same concern may have more than one camp, and thus come to make a considerable number of contracts.

When cutting was stopped last March, so nearly as I can now discern the facts, there were employed on the reservations in Wisconsin, where alone has any cutting been authorized during the present winter season, some seventeen different loggers, firms, or companies, all of good repute, means, and experience, and some of them among the foremost citizens of Wisconsin in personal standing and character. It was wise in the agent to prefer such contractors for the Indians, so far as he did or could exercise any influence in their selection. They were all engaged by contracts in the form prescribed by the regulations of the Indian Office, and they were pursuing the business in substantial accordance with the methods which had prevailed during the previous year. All the contracts had been approved by the agent, but, as in former years, none had been indorsed, before cutting commenced, with the approval of the Commissioner of Indian Affairs. Yet it might well have been supposed, as it was, from the fact that the same course had been pursued for years with the knowledge of the Indian Office, that this point was entirely immaterial and unnecessary to the performance of the contracts. As to all these contracts for pine upon approved allotments belonging to the Indian owners, I have not been able to discover any good reason requiring the peremptory cessation of their execution which would not apply to every case of similar contracting during previous years.

The testimony taken by the committee and all the information at hand tend to show the prices named in the contracts to be as good as or better than in former years; that the business was being conducted in a similar manner, and at least as economically, and with the promise of as fair results to the Indian owners. My judgment, already expressed in the last annual report of this Department, does not approve the method of disposition and contracting which the regulations required, because it fails to truly recognize and provide for the actual relations which the parties necessarily sustain, and opens an avenue to, if not almost allures, reprehensible abuses beyond the power of the agent to altogether detect or correct. But in March last, when the execution of these contracts was interrupted, the camps had been in full operation

during the winter; much pine had been cut from the allotments under contract; the cost of building camps and roads and of the equipment for the entire winter had been incurred; the labor of many men engaged, and the logging operations were actively in progress, with the expectation of completing, during the month or more possibly remaining available, the work engaged to be done. Necessarily, the complete and unexpected suspension of further cutting imposed waste and loss, and, as I have shown, this could not but fall upon the Indian owners, when settlements came to be made upon the basis of the contracts.

There appear to have been contracts made in some cases by Indians who had only selected or claimed for allotment lands under the treaty, and where the allotment had not yet been approved by the President. It is said that this has been suffered to be done for years, because, where the right of an Indian to an allotment under the treaty was clear, so that the subsequent approval would follow in due course of business, this would render the transaction but a beneficial anticipation of the legal title. Notwithstanding this, the contracts in such cases were clearly unjustifiable, because the Indian claimant was not yet entitled to a patent, nor authorized to contract. The official evidence of all allotments being in the Indian Office, these contracts might have been easily compared therewith, and should have been promptly disapproved for this reason, and the agent informed of it and instructed accordingly. On none such has any cutting been allowed by the orders for this winter, nor upon any, unless the Indian has either received his patent or it is due to him as if issued, because the President has approved the allotment, so that nothing remains to be done but to issue the patent, which has always been the rule.

A greater number of contracts was entered into for the cutting and disposition of timber during the last winter than before, and this seems to have been considered a point of serious criticism. It was, however, as it appears to me, a natural result, arising from the recent development of that region, which has been very great during the last four or five years through the completion of railroads, whereby it has been made accessible; from the improvement of driving streams; the construction of "tote" roads, by which logging could be conducted more easily; the building of mills much nearer to these lands, and the increase of settlements. Precisely the same conditions have affected these as other lands on which pine grows. It will be seen, by examination, that up to last winter the number of contracts regularly increased each year. It is the universal rule, apparently, that the owners desire to realize the benefits of their timber in money when the lands become accessible, so that the pine may be removed to the best advantage. This has caused the almost complete clearing of the pine woods of Michigan, and a very highly-increased activity and production in that region of country where these reservations are situated.

Indian land-owners are like others. They desire to realize the benefits which the money resulting from the sale of their pine will bring them—gratifyingly shown, in many cases, in comfortable houses, horses, and wagons, implements of labor and the like, as well as in the disposition of the Indian and his family to support themselves by labor. If the business be well and beneficially conducted, and just results be secured, there appears to me no sufficient reason for denying or postponing to one family the enjoyment of these advantages which another with but an equal right is afforded the opportunity to possess. If it be a good thing for one Indian family to abandon the bark shack or wigwam and live in a comfortable house, it is equally to the advan-

tage of others to do the same thing; and it would appear that the Indians, as a whole, were progressing accordingly as more, rather than less, families changed in this way their modes of life. It is also to be observed that, as already stated, the land upon these reservations upon which this pine grows is chiefly covered with hard-wood timber. It is, therefore, agricultural land, or at least capable of excellent agricultural uses when cleared of the timber. It is of no use to the Indian while the forest and the pine stand upon it. It is even a positive disadvantage to him, because it tends to continue the condition of life from which all the agencies of the Indian service seek to wean him. So far, then, from its being a point of criticism or disadvantage to the Indian or otherwise, in any respect, that many Indian owners were selling their pine, it appears to me that to whatever extent it was useful to any so to sell and dispose of their timber, it was useful to all, and that the fact of a greater number of contracts only signified, provided they were fair in terms and fairly performed, that more Indian owners were realizing the advantages which had been sought for them by the regulations which authorized them to sell their pine at all.

The removal of the pine from the lands belonging to Indians in severalty is no more to be deplored, if they have enjoyed fair compensation for its value, than the clearing of the forests everywhere before civilized improvement. It might, of course, happen in some particular instance that, owing to special circumstances touching the Indian personally or his family, it would be unwise to permit him to sell. But as such circumstances must necessarily be ascertained by and known to the agent, his judgment upon that point would almost inevitably be accepted by the Indian Office. Nor does there appear to have been any point of objection of this kind to any of the contracts in question. It was too late, as it appears to me from these considerations, beyond all question, at the time when the cutting was suspended last winter, to apply the neglected regulation which required the approval by the Commissioner of contracts made for work upon lands belonging in fact to the Indians by allotments approved under the treaty; that, at that time, the status was practically established beyond recall without serious injury to the Indian, upon the basis of the contracts as made, and that all reasons which go to the best results to the Indian under that system of contracting required that, under the circumstances, the work should have continued until the winter's end accordingly.

They show, also, that all the losses which were in cases of this kind sustained, and can not but have been considerable, fell inevitably upon the Indian owners whose own contracts for the disposition of their own property the Government undertook to supervise, with superior wisdom, for their greater benefit; except only in such cases as the contractors, in reliance upon their right to proceed, had advanced moneys for the expenses of camps, roads, equipments, labor, or provisions, or sometimes to the Indians in anticipation of stipulated payments, in excess of the value of the logs cut on their allotments. This happened in many cases because, as already noted, the same logger contracted with many different allottees in the same neighborhood, and as the cutting was ordered with reference to the most profitable results, the work was in different stages of progress upon the various tracts, within the range of the camps, and upon some, perhaps, few trees had been felled at the time of suspension. The agent states that the aggregate advancements by the contractors to the Indians, in all such cases where an insufficient quantity of logs had been cut, amounted to \$25,000.

The theory of the instructions follows naturally upon these facts.

Complaints to the Department of the injuries sustained by and on behalf of both Indians and contractors were freely made, and demand was pressed for a determination of the course to be pursued during the current winter.

In all those cases where roads and camps had been built and the pine partly cut upon the allotments, it is manifest the Indian would be a gainer by making use of them during the succeeding winter, when they would remain available for use with but small cost of repair. In others, where, in good faith, advancements had been made to the Indians upon fair contracts beyond the value of the logs cut, justice required, in view of the usages before prevailing, approval and performance. To elicit the necessary information touching these and other cases, the accompanying communication, under date of July 31, 1888, was sent to the Acting Commissioner of Indian Affairs, to which the response of the agent, under date of August 23 was received, which is also herewith transmitted. This communication was not transmitted to the Department from the Indian Office until the 20th of October, when the letter of instructions, dated October 22, 1888, was returned to the Commissioner; the purpose of which was to require consideration of such contracts only as had been made during the preceding year and the performance of which had been interrupted by the order of March 13, 1888, and to authorize the fulfillment of such of them only as were in all respects proper for approval.

Afterwards the Department received the communication from the Commissioner of Indian Affairs, under date of December 1, which is herewith transmitted, to which the accompanying communication, dated December 3, 1888, was returned. It remained the purpose of the Department to permit no new contracts, unless in some special case where the land was so contiguous to a camp established for the completion of existing approved contracts that it was especially desirable to secure the advantage for the Indian owner, and then only on such terms as appear to me most to his advantage. The Commissioner informs me that in fact, however, no contracts have been made except in modification of those previously existing, in accordance with the instructions given and the new form prescribed to give them effect; that all such modified contracts are upon reservations in Wisconsin, and all the logging operations thereunder are in fulfillment of contracts under which cutting was suspended in March, 1888. The form of amendment to the contract was such that the Indian was made secure of the stumpage value of his pine, while retaining all the rights before possessed, and the title of the logs was held to him until full payment.

It will also be noted that this letter dispensed with the former regulation which required one-fourth of the pine timber upon each allotment to be reserved from cutting, by directing that upon every allotment under contract all merchantable timber be required to be cut which may be so situated as to be advantageously hauled and banked. This will in nearly every instance take all. The superseded regulation is a striking evidence of the valuelessness of a good theory in conflict with variant facts. The reservation of "one-fourth of the timber in a compact body intact" was explained to be made "for future use for fuel, fencing," etc. In point of fact, as before stated, the white-pine trees on these reservations stand almost invariably interspersed among forests of hard wood, which provide far better fuel and rails for fences, pine being of little value for the latter use except after being sawed at the mill. Thus the reservation was nugatory for the purpose proposed. And the value of such a reserved body for future logging would be materially impaired, because

the quantity so remaining upon an average allotment would be so small that the expenses of establishing camp and making roads for its removal must seriously reduce the stumpage value or the share of the land-owner in the product. There is also a highly increased risk of destruction by fire in consequence of the inflammable rubbish left after cutting out the body of the tree. The removal of all that may be conveniently removed ought, in wise management, to take place while the logging camp, established for the winter's cutting, is in full operation. In fact, however, the regulation was never respected, and cutting has ever been substantially as now directed.

After instructions given for this winter, upon one occasion in December the Commissioner of Indian Affairs verbally advised me that he had received a number of agreements in renewal and modification of contracts for the previous winter which remained uncompleted; but the subject was not otherwise particularly brought to my attention by the Indian Office, and it was supposed that, after due approval in all proper cases, the transactions of the winter were proceeding satisfactorily. Late in January, however, the Department was advised that all work of every sort had been suspended upon all reservations, because no approval of any of the contracts had been notified to the agent, but yet logging had been commenced by the contractors, as in former years, without awaiting such approval. This action, and voluminous correspondence and papers upon the subject, were submitted to the Department by communications under date of the 26th and 28th of January, and after consideration thereof, the letter of January 29, herewith accompanying, was transmitted to the Indian Office.

Little need be added to what is therein and hereinbefore stated in explanation of the action suggested to the Commissioner. The point of uncertainty which operated to delay his approval was, as he has informed me, only the sufficiency of the prices stipulated to be paid, in respect to which he found himself without other information than was shown by the contracts themselves and the agent's report. As has been before remarked, this point demands both expert and local knowledge, which it is impossible the Indian Office should possess independently of the reports of the agent, unless a competent special agent makes inquiry upon the ground. For that reason it would have been, perhaps, better, in view of the lateness in the season when the contracts were renewed, to have adopted in the beginning the rule for the winter which is in the last letter prescribed, that the work under the contracts should, if the contractor submits to take the risk, proceed subject to the Commissioner's modification of the price on approval. Thereby the business would sustain no loss by delay of work and sufficient time be afforded the Commissioner to pursue, by his special agent, whatever particular inquiry was deemed essential to safe judgment.

The necessity that the contractor should begin at the earliest possible time in the winter must be plain to whosoever considers the circumstances attending logging operations. It is an absolute condition of a reasonable performance of the contract. Delay increases the cost, diminishes the opportunity of completion, and, in many ways, puts in jeopardy the prosperity of the undertaking.

But, inasmuch as the work under these contracts was again in progress and but partially completed, the same considerations which demonstrate, as I think, the unwisdom of the interruption of the previous year apply with increased force; because the operations are now in progress under amended contracts which contain further stipulations and safeguards of benefit, and which are limited to the proper cases where the

disposition of the timber ought to be made for the welfare of the Indians. And notwithstanding the work had again been begun before the approval of the contracts by the Commissioner, the circumstances render it too late to impose that requirement as a condition precedent to their execution during the present winter.

To again drive the contractors and their forces of teams and men from the woods, permitting them only to remove the logs already cut, and to impose on these the disproportionate share of the winter's expenses which they must so sustain, would be to practically finish the destruction of the prospects of the Indian land-owners affected of realizing substantial results from their timber. Moreover, the cost of every day's interruption diminishes the amount which they would otherwise derive. On the other hand, if the timber be cut and removed while the appliances for so doing in a fairly economical way are at hand, and the power is reserved to the Commissioner to see to it that the Indian receives in a fair price his full share of the product, the best result is secured which can be regarded as attainable in the circumstances.

No risk of failure to obtain the proper price which the Commissioner shall fix is undergone. The title to the logs remains in the Indian under the present contracts until payment, and delivery may be withheld from the contractor, either on the banks or in the boom, until the full sum proper to be paid is received.

These are the reasons, although but inadequately presented, which governed the issuance of the orders for the allowance of timber-cutting on the reservations in Wisconsin during the present winter, and which, with added reflection, approve to me the policy pursued as the best which was open to the choice of the Department.

It should be, perhaps, added that efficient measures have been taken to discover all trespasses committed and to seize the logs, if any, which have been unlawfully cut. There is no information, however, to lead to belief of any trespasses except upon the Fond du Lac Reservation, in Minnesota, during this winter.

The pressure of other duties, and the necessity of some review of the papers and testimony, have delayed the preparation of this communication beyond my expectation.

Very respectfully,

WM. F. VILAS,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
Washington, January 29, 1889.

SIR: I have considered your letter of the 26th instant relating to the logging operations on the reservations connected with the La Pointe Agency, and have made such examination as I have found time for of the correspondence and contracts submitted by your letter of the 28th, received last evening. It appears that, in pursuance of the instructions of the Department under date of the 22d of October and the 3d of December last, a considerable number of contracts have been renewed or made between Indians owning approved allotments and various different persons engaged in the business of logging, stipulating for the conduct of logging operations on the respective lands mentioned in such con-

tracts, and that in all cases these new contracts contain an express stipulation for the payment to the Indian of at least a certain assured price for the timber taken, leaving also a further margin of possible gain to the Indian of whatever may be secured beyond that, if anything, under the old form of contract.

Bonds have been given by the contractor in every case, also, as required, to secure the payment of the price stipulated absolutely to be paid. The price in every instance has been agreed upon between the Indian owner and the logger, and the agent, who is familiar with the business and the country, appears to have approved the price in every instance as reasonable and fair and to have stated reasons upon which his judgment is based. These contracts were all made with the design of being executed during the present winter and, accordingly, it appears that the contractors made preparations, as they were bound to do, immediately after the execution of the contracts for the necessary work to fulfill them. The nature of the business is such that large outlays must necessarily be made by the contractors to accomplish the work. Logging camps have to be established in the woods, not unfrequently at considerable distances from the source of supplies; a considerable equipment of teams, tools, and material to be provided; logging roads in many cases to be cut; and a large number of men, many of them experts in the business, to be employed.

It is obvious that prudence requires the loggers to begin their work as early as possible, generally before the winter sets in; and that whenever they are delayed additional expense is caused. Whatever increases the expense of the fulfillment of these contracts diminishes the chance that the Indian may realize gains in addition to the stumpage value of the timber, which, under the new contracts, has been sought to be secured to him absolutely without risk. The consequence of delay under these contracts is one which therefore falls in part upon the Indian owner, and if such expense be much increased, may be very heavily visited upon the logger under the new contracts which stipulate an absolute price for the stumpage to be paid to the Indian. It was with a view to this condition that the following quoted clause was inserted in the letter of instructions of the Department to you on the 22d of October, viz:

Immediate consideration should be given to all cases of contracts existing, and approval of those which should be approved should be made at the earliest possible date, and instructions given to the agent in regard to the execution of the contracts, or the execution of so much as remains to be done for their full performance. The lateness of the season requires this to be done with the greatest expedition in order to prevent injury to the Indians.

This clause was introduced in view of the direction that the agent should be instructed to permit no cutting of timber to be done until you had considered and approved the contracts. It appears to have been the usage of the Indian Office during many years to impliedly, at least, allow the contractors to proceed after the contracts were made with the Indian owners and approved by the agent, without waiting for the approval by your office. Necessarily this course had to be pursued by the contractors, unless approval was promptly made by your office; and this becomes especially true when the contracts were, as in the present case, made late in the fall, and even after the beginning of the winter. It appears from your communication that you have so far advised the agent of the approval by you of none of the contracts, although the period within which their execution could possibly be completed has now perhaps half passed away; and it appears further that

in reliance upon the expectation that these contracts which had been modified in accordance with instructions, and their performance secured by sufficient bonds, would be promptly approved, the contractors have not only perfected their preparations, but begun cutting the timber in accordance with them. All this work has been stopped by your orders to the agent, because you have not yet notified him of your approval of the contracts. In his recent report, dated the 22d of January, the agent says :

The contractors, with large and expensive outfits on their hands, have been compelled to wait over two months in suspense, their expenses eating up their profits and impairing their credit. I notified all of them what the instructions of the Department were in regard to cutting before contracts were approved, and more than that I could not do. Loggers can not commence to log the 1st of February and make any money, and relying upon the instructions of the Indian Office that Indians who owned timber could sell it, and knowing that they were cutting in good faith and were ready and willing to pay all the timber was worth, I presume they went on to prepare their roads and get the logs skidded ready for hauling when the snow would come. Very little hauling had been done, and most of the timber cut is still in the woods. The winter is an open one, and the order to stop hauling the logs already cut and skidded means ruin not only to the contractors, but also to many merchants and mill-owners in towns adjoining the reservation. Now is the most valuable time, for the snow is very light and likely to go at any time, and when once gone it will not come again. The logs left in the woods will become food for the worms and flames.

Generally speaking, these statements are probably well supported by the facts. Unless the operations contracted for under your orders can be conducted to completion during the present winter, not only will the Indians suffer much loss in being deprived of the gains they might otherwise make, but doubtless the distress of the contractors and parties involved will be serious. Under these circumstances, it seems to me that the proper course to pursue is to give immediate attention to the question of approval of these contracts. The explanations furnished by the agent, so far as I have been able to examine them, appear to be reasonable, and, if the statements made are true, the prices to be fair. I see nothing disclosed to awaken any suspicion in regard to the sufficiency of the price. There is great difference in the value of different bodies of timber, and the price is also necessarily much affected by the location of the timber, the distance from the streams upon which the logs may be driven in spring, and other circumstances affecting the cost of cutting and driving logs to market.

If, however, you entertain in any case a doubt as to the sufficiency of the price, upon which point alone I suppose the approval to be in suspense, since in all formal particulars the contracts appear to be in accordance with your instructions and to be sufficiently secured, I suggest that you send a competent special agent, at the earliest possible date, to the reservations, and direct him to make the necessary inquiries and report which will furnish such information as will satisfy you upon this point, and also upon any others in regard to which you may desire further information. If you have no special agent who is sufficiently acquainted with the subject, I will detail an inspector for the purpose. On this point I will thank you for immediate advice, so that no delay shall ensue.

Meantime, in view of the facts that the Indian owner, the party chiefly interested in a good price, has agreed upon the price mentioned in these contracts, respectively, that these Indians are generally well informed in respect to matters of this kind and watchful to secure good terms in their dealings, and that the agent has reported the prices named to be fair, and also in view of the facts that the winter is already so far spent, of the great outlays which have been made by the con-

tractors, and of the serious consequences which must ensue from the interruption of the contracts, and of the loss which every day's interruption at this time causes, I think that the operations which have been begun in fulfillment of these contracts upon approved allotments, which belong to the Indian owner absolutely, should be permitted to be at once resumed, subject to your approval of the contracts hereafter, with such modification of the price, if any modification be found necessary, as may be demanded in your judgment. This course will relieve the present difficulty, will leave the title and possession of the logs still in the Indian and subject to the control of the office and agent, and appears to expose the Indian owner to no risk of injury, and to leave his rights still fully under the guardianship of your office.

Such an authorization must be limited to the fulfillment of the contracts mentioned in the instructions of the Department to you under date of the 22d of October and the 3d of December upon this subject, being such contracts only as have been made in accordance with the forms and instructions furnished by you and for timber only upon approved allotments.

If any cutting has been made upon any other lands or by any persons upon any lands not authorized by such contracts, the orders to stop it must be rigorously enforced. If, however, logs in any considerable quantity have been cut under such circumstances it would appear to be wise to allow them to be hauled to the banks for driving in the spring, being carefully and properly marked so as to determine and preserve their identity, if the persons who have cut them are willing to undergo the risk of the expense. This course is necessary to preserve them from loss for the Government if they prove to belong to the Government and no justification can be given to your office for the supposed trespass.

Your letter indicates no such cutting upon any reservation except the Fond du Lac Reservation. Upon this, a communication from you to Agent Gregory, under date of the 17th of December, indicates that at least nine contracts, with a contractor named Patrick Hines, are upon approved allotments, while other allotments have been approved which it seems another logger by the name of Gowan is reported to have some contracts upon. There appears reason to suppose that these persons have been cutting upon lands not contracted for or not allotted so as to be within the terms of the instructions. The extent to which this has been done does not appear, and inasmuch as the agent reports all cutting stopped upon this reservation, it seems best to await report upon the facts before directing any special action in regard to that reservation.

It needs not to be said that proceedings to protect the interests of the United States and to punish violations of the laws should be taken by the Department of Justice, when occasion requires. But before this Department requests the action of the Department of Justice, it is usual and necessary to procure such information as will enable the Department of Justice to proceed intelligently. It is this Department which is provided with special agents and inspectors for the purpose of ascertaining the facts requisite to authorize the institution of proceedings, and when such facts can be ascertained and the names of witnesses secured, proper action will be taken. For this purpose the special agent or inspector who may be sent, under the previous suggestions in this communication, should be instructed to make the necessary inquiries.

A nomination is pending before the Senate of a person to be agent at the La Pointe Agency who is believed to be amply qualified for the duties of the office, and who is acquainted with the country and the busi-

ness. I know of no special agent in the service who has any such qualifications as the present agent possesses; and, notwithstanding that agent's earnest request to be relieved, several times repeated, I doubt if the interests of the service and the Indian would be promoted by placing any special agent of your office in charge of that agency at this time. It may be hoped that the nomination pending will soon be confirmed, and that any inconvenience resulting from present conditions will be relieved thereby. The various reservations under the Government of the La Pointe Agency are scattered, and each at considerable distance from the agency. Several of them are of large extent and substantially covered with forests. The Bad River and Red Cliff Reservations lie nearest to the agency, the first being some 8 or 10 miles distant, the second 20, by water. The Lac du Flambeau Reservation is about 50 miles distant; the Lac d'Oreilles about 40, and the Fond du Lac Reservation about 75.

The immediate care of the large reservations is in the hands of the farmers, and their respective situations render it difficult for the agent to give personal attention to the details of this business upon the ground. Necessarily he must rely upon the aid of the farmers. He appears to have communicated the instructions of the office to the contractors and the farmers, and to have given effort and attention to secure action in accordance with those instructions. Action in respect to this matter will be deferred for a short time to await the disposition by the Senate of the nomination pending before it, which it is hoped will soon relieve the difficulty.

If there be any further matters requiring advice or instruction from this office, your submission of them will receive prompt attention.

The contracts and correspondence submitted to me are herewith returned.

Respectfully, yours,

WM. F. VILAS,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
Washington, July 31, 1888.

SIR: From the consideration which I have given the matter of sale of pine timber from the lands of Indians, I am satisfied that the regulations under which this important business has been conducted are not such as to secure to the Indians the full value of the timber cut and sold from their lands.

For the purpose of adopting proper regulations and making seasonable arrangements for the cutting of pine timber on Indian allotments, you are hereby directed to call upon the agent for the La Pointe Agency, Wis., to ascertain and report to your office in time for the information to reach you not later than August 25 next, the names of the Indians to whom lands have been allotted, and who are in possession of their patents therefor, who desire to dispose of the pine timber, or a portion thereof, from their patented tracts, the character, condition, and probable quantity of the timber upon each of such tracts, and whether it is desirable and for the best interest of the respective Indian patentees that they should be allowed to dispose of their pine timber, and also whether as to any of said patented tracts the contracts made for cutting the timber therefrom last winter have not been completed, and if so,

which of them, and whether it is desirable and proper that the completion of said contracts or arrangements, or any of them, during the coming winter should be permitted.

The agent should exercise care to prevent the Indian patentees from disposing of all the timber from their allotments. Enough should be reserved for domestic and farm purposes.

No timber will be permitted to be cut and disposed of under any circumstances from any lands except the tracts which have been allotted to Indians in severalty, and for which the respective allottees have received their patents.

Immediately upon the receipt of the information thus called for, it should be submitted to the Department for further instructions in regard thereto.

Very respectfully,

WM. F. VILAS,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
Washington, October 22, 1888.

SIR: Referring to your letter of the 20th instant, accompanied by report of J. T. Gregory, Indian agent at the La Pointe Agency, and various sheets making tabular statement of contracts said to have been made during the year 1887 between various contractors and Indians on the Lac Court d'Oreilles, Lac du Flambeau, and Bad River Reserves, in Wisconsin, and the Fond du Lac Reservation in Minnesota, all under his agency, I have to direct, at the present time, as follows:

(1) The agent should be immediately instructed to send to your office all contracts in his office, or within his control, which have heretofore been made between the Indians and any contractor, and he should be instructed to permit no cutting of timber to be done on tracts of land embraced in such contracts until you shall have considered and approved them.

(2) You should instruct the agent to furnish you with a correct description and all other necessary particulars of the lands reported as having been contracted, and which upon this tabular exhibit lack description or other features of identification.

(3) Advise the agent by letter of the several descriptions of land for cutting timber upon which contracts are reported as having been made which have not yet been allotted, or where allotments, if made, have not been approved, and instruct the agent to prevent all cutting of timber thereon until the allotments shall have been finally approved.

(4) At the same time direct the agent to give full particulars of what has been done by contractors in each case of reported contracts upon lands which have not yet been allotted, or where the allotments have not been approved, and in such full detail as to enable the office to have a complete view of all the facts and circumstances.

(5) These sheets show that many allotments have been approved by the President which have not yet been patented, although a considerable time has passed, in many instances, since the allotments received the approval of the President. Unless there be some reason not shown by your communication and report, the patents should be immediately issued in accordance with the information and approval.

(6) Immediate consideration should be given to all cases of contracts

existing, and approval of those which should be approved should be made at the earliest possible date, and instructions given to the agent in regard to the execution of the contracts, or the execution of so much as remains to be done for their full performance. The lateness of the season requires this to be done with the greatest expedition in order to prevent injury to the Indians.

The lists are herewith transmitted for your use.

Very respectfully,

WM. F. VILAS,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 1, 1888.

SIR: Referring to your communication, dated October 22, 1888, upon the subject of logging operations on the Chippewa Reservations attached to the La Pointe Agency, Wis., I have the honor to report that under date of October 29, 1888, I instructed Agent Gregory as follows:

In cases where contractors were prevented from completing their contracts, by reason of office telegram of March 13, 1888, said contractors, who so desire, may be permitted to cut timber sufficient to complete their contracts, but each contractor must file a statement in due form, that he was, by reason of said telegram, prevented from completing his contract, and a further statement of the amount of timber he was authorized to cut by the terms of his contract, and the amount necessary to complete said contract; this permission to be confined exclusively to tracts which have been allotted and the allotment of which has been approved by the President. The statements above required, with your approval indorsed thereon, should be forwarded without delay to this Department for consideration and approval.

I am now in receipt of a communication from Agent Gregory dated November 23, 1888, with which he transmits lists of uncompleted contracts between Joseph Allen, A. M. Sherman, C. H. Henry, and Cosgriff and Gilbert, and certain Indians on the Lac du Flambeau Reservation.

Each of these lists gives the name of the vendor, the date of the contract, the description of the tract from which the timber was to be cut, the amount of timber the contractor was authorized to cut (in each case given as "all the pine"), the amount cut (in some cases given as "part" and in the remainder as "none"), the amount to be cut, and the amount advanced to the vendor by the contractor.

Each of these lists is sworn to by the contractor, who also swears that he was prevented from completing his contract by reason of the telegram from this office of March 13, 1888.

Each contractor embodies the further statement in his affidavit:

That the said lands are covered by a growth of pine and hard wood timber, in which the hard wood generally predominates; that there is sufficient hard wood timber on the said lands to answer all the demands for farming purposes and for timber for the improvement of such lands; and the same is more adapted and better suited for such use than the pine timber thereon; and the pine timber is more valuable to the Indian for the purpose of selling the same to be manufactured into lumber than for any domestic or farming use for which he can adapt the same; and that if a small portion of the pine timber was left on each such tract it would be in danger of destruction by fire, to which it is extremely susceptible; and it would also become comparatively worthless, because profitable logging can not be carried on where there is not a considerable amount of timber to be put in, as the expense of breaking roads and putting in a very small amount of timber would be more than the timber would be worth after being put in.

The contractors ask that they be permitted to complete each of their contracts during the present logging season, under the superintendence of the Indian agent, and that under such superintendence they may apply as part payment for the logs so obtained the amount which each Indian seller is respectively owing the contractor for advances heretofore made under such contracts.

To each list is attached the certificate of Agent Gregory, that he approves of the statement and all matters therein contained, and that he is satisfied.

That full and proper settlement will be made in the case of each said contract therein mentioned with the said respective Indians, and that where a portion of the timber has been or is cut there is great danger of the destruction of the remainder by fire arising from and fed by tree tops and refuse left on the ground, and it is desirable in all such cases that the balance of the pine timber should be cut and the trees thereby saved in value to the said Indians, respectively.

In a few of the cases included in these lists the lands have not been allotted, and in some cases no contracts are on file in this office.

None of the lands covered by the contracts have been patented, but, with the few exceptions above referred to, they have been allotted and allotments approved by the President, from the date of which approval the title is regarded as vesting, the patent being merely *evidence* of title.

I should not hesitate to permit contractors to complete such unfinished contracts in the accompanying lists as cover allotments approved by the President, but they have requested an important modification of their original contracts, and one which I do not feel authorized to grant without your special direction.

The regulation of the Department upon this subject, embodied in a letter to Hon. Angus Cameron, dated October 9, 1882, is as follows:

The timber should not be cut to waste, and not more than three-fourths thereof on each tract should be disposed of, leaving one-fourth, as near as may be, in a *compact form*, for the use of the Indians.

All contracts are made for the sale of the merchantable timber upon three-fourths of an allotted tract, the boundaries of which are to be designated by the Indian agent.

In view of the request of the contractors for a material deviation from the regulations of the Department as well as from the terms of their contracts, the matter of allowing the completion of said contracts in the manner proposed is respectfully submitted for your determination and direction.

Very respectfully, your obedient servant,

JNO. H. OBERLY,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, December 3, 1888.

SIR: Replying to your communication under date of the 1st of December upon the subject of logging operations on the Chippewa reservations attaching to the La Pointe Agency, Wis., I have to say that I think the regulation of which you speak, by which the right of the Indian to dispose of his pine is limited to three-fourths of the amount on each tract, should be modified—and you are authorized to so modify it—that he may contract for the cutting, and the contractor

may cut all the pine on an 80-acre allotment which is so situated with reference to the natural opportunities or the constructed roads for hauling and banking logs as that it will be most to the advantage of the Indian to have it entirely cut and no part of it left standing. Indeed, in all such cases, the contractor should be required to cut all the merchantable timber, including every tree which will make a log the smaller end of which shall be 10 inches or more in diameter and of which one-third would be merchantable pine.

The contractor should be in all cases required to cut clean as he proceeds, so that he makes no selection from among the trees to be cut; but if any timber remains uncut it should be in a compact body and so situated as that in the future it may be advantageously logged. The contracts should be required to be in such form as to protect this right of the Indian to have his pine cut in a suitable manner, and if otherwise made, to be amended accordingly.

Where the allotments have been made and approved by the President, and nothing remains but the issuance of the patent, I do not think it necessary to deprive the Indian of the privilege of selling his pine the coming winter. But patents should be, as soon as possible, issued in all such cases.

It is already understood by your instructions to the agent that no contracts are to be made, and none to be completed if hitherto made, for any tracts of land which have not been so allotted and the allotments approved. Particular attention should be given not only to the price, to see that it is sufficient, but to preserve the title of the logs in the Indian owner until the full price is paid. This price should be paid before the log-rolls are broken in the spring, if possible.

If in any case it be necessary to drive to the boom, special permission should be obtained from the agent, and the rights of the Indian owner carefully preserved.

The agent should be instructed to the utmost care and diligence in the preservation of the rights of the Indian owners in all the particulars indicated and in whatever other point may appear necessary as the work progresses.

If any new contracts are made for cutting this winter during the coming season, I think they should be made so as to provide a clean sum to the Indian for the value of his timber standing, and not subject him to the risks of loss in any of the logging or banking operations. The stumpage value of the timber is a thing easily to be ascertained and much more safely to be estimated than the value of it subject to the risks of deduction by the cost of logging and banking. All such contracts should contain provision that the contractor shall employ Indian labor, on equal terms, in preference to others whenever suitable.

Very respectfully,

WM. F. VILAS,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

UNITED STATES INDIAN SERVICE,
La Pointe Agency, Ashland, Wis., August 23, 1888.

SIR: I am in receipt of your communication of the 1st instant, and replying thereto I have the honor to state:

First. It would be impossible to ascertain by actual inquiry of the Indians which of them desire to sell their pine in any reasonable time, as they are at this season widely scattered, and not one-fifth part of them are on the reservations, and I could

not by August 25 visit them and get their views on the subject. But it is perfectly safe to state that every one of them is desirous of selling their pine.

Second. To report accurately the character, conditions, and probable quantity upon each of the tracts would require an expenditure of a large amount of money in the employment of expert and reliable woodsmen to survey the lands, note the topography, and estimate the timber; and it would take at least a dozen crews thirty days to do the work necessary to this information with accuracy.

But I can state generally as to all these lands: They are all heavily timbered with a mixture of pine (Norway and white), hemlock, birch, maple, oak, elm, poplar, and balsam. It is safe to estimate that on the allotments made and selected there is of pine an average of 200,000 to each 40 acres. Lumbermen look from large bodies of timber for that much of pine on an average, and it is a fair amount to rely upon.

Third. It is impossible for me to give an opinion as to each individual case as to whether it is desirable, and for the best interests of the particular Indian, to allow him or her to sell the pine timber on their respective allotments, as I am unable to see them and inquire into their necessities and conditions.

The business of logging on these reservations has been of great value to the Indians. Nearly all of them, where logging has been carried on, have abandoned hunting and fishing for a living. They have rapidly become accustomed to the customs of whites, and there is scarcely one who does not now look to the same means of supporting himself and family that white people do, and they will never return to their former modes of living. Probably not in the same proportion that the average white citizen would have saved the proceeds from the sales of their pine, but a large number have saved their money, and wisely used it for permanent betterments.

Fourth. There are a large number of cases where contracts of last year have not been completed and I inclose a list of such with the names of the Indians, descriptions of the lands, and the names of the contractors. On all of them the Indians have been paid for the timber actually cut, and on all of them advances have been made. These advances amount in the aggregate to at least \$25,000, and the Indians should be required to make good these contracts. White men would be required by law to live up to their agreements, and no lower standard of right for the Indian's welfare should be applied to him. The contracts were entered into in good faith; the prices are all that the timber is worth under the circumstances, and more in most instances than they can get next winter, because it is evident that the lumber market will soon be depressed greatly, and there is every indication that lumber will be much lower than it was last fall and the beginning of this year. The price of lumber regulates the price of logs. All these contracts should be completed this coming winter.

Fifth. Whenever an Indian is permitted to sell the pine timber on his allotment it should include all sound pine trees on said allotment that will make a log 16 feet long and 10 inches in diameter at the small end.

All the pine left will in all probability be wasted and lost. There will be plenty of other kinds of timber left on the land for domestic and farm purposes.

It is a very rare case that all the timber is pine. I doubt if there is over forty on all the reservations of that character.

Sixth. If logging is not carried on the coming season there will be great suffering amongst the Indians, and the Government will have to feed and clothe a large number of them the coming fall, winter, and spring.

Seventh. The cause of the most serious loss heretofore in these Indian logging operations is the uncertainty as to the operations being allowed, and the delay in giving the authority. The loggers ought to know that the work will go on and where, as early as July, and all contracts should be closed before the 1st of October.

Very respectfully,

J. T. GREGORY,
United States Indian Agent.

Hon. J. D. C. ATKINS,
Commissioner of Indian Affairs, Washington, D. C.

LETTER
FROM
THE ATTORNEY-GENERAL

TRANSMITTING

Report required by the act of March 3, 1887, of judgments and decrees which have been rendered.

FEBRUARY 23, 1889.—Referred to the Committee on Appropriations and ordered to be printed.

DEPARTMENT OF JUSTICE,
Washington, February 21, 1889.

To the Senate and House of Representatives in Congress assembled :

Under the provisions of an act of Congress entitled "An act to provide for the bringing of suits against the Government of the United States," approved March 3, 1887, chapter 359, I have the honor to submit the following report:

The suits in which final judgments and decrees have been rendered, which have not been appealed and are still pending, up to this date are as follows:

No. 12 (Exhibit A)	\$75. 00
No. 14 (Exhibit B)	86. 21
No. 20 (Exhibit C)	630. 20
No. 23 (Exhibit D)	406. 200
No. 28 (Exhibit E)	1, 079. 50
No. 31 (Exhibit F)	7, 535. 34
No. 33 (Exhibit G)	90. 10
No. 34 (Exhibit H)	2, 008. 70
No. 35 (Exhibit I)	811. 93
No. 36 (Exhibit J)	251. 65
No. 41 (Exhibit K)	100. 20
No. 117 (Exhibit L)	262. 50
No. 119 (Exhibit M)	14. 75
No. 121 (Exhibit N)	1, 313. 61
No. 122 (Exhibit O)	1, 001. 69
No. 129 (Exhibit P)	130. 90
No. 160 (Exhibit Q)	330. 40
No. 164 (Exhibit R)	176. 00
	16, 304. 88

Very respectfully,

A. H. GARLAND,
Attorney-General.

EXHIBIT A (No. 12).

I am of the opinion, therefore, that the plaintiff is entitled to recover from the defendant the sum of \$75. Judgment is therefore entered for the plaintiff and against the defendant for the sum of \$75, with costs of suit.

ELMER S. DUNDY, *Judge*.

OMAHA, NEBR., *March* 16, 1888.

EXHIBIT B (No. 14).

Upon the above facts the petitioner is entitled to judgment against the United States for the sum of \$72, and \$14.21 interest, amounting to \$86.21, together with the costs provided by section 15 of the act of March 3, 1887, to be taxed. A stay of sixty days is allowed after service of a copy of this decision on the United States attorney.

BROWN, *J.*

Southern District New York, April 27, 1888.

EXHIBIT C (No. 20).

The court, on due consideration of the premises, finds for the plaintiff, and doth order, adjudge, and decree that the said Samuel Thompson do have and recover of and from the United States the sum of \$630.20, with interest thereon from the date of the judgment herein, to wit, from September 16, 1887, at the rate of 4 per cent. per annum, until the time when an appropriation shall be made for the payment thereof.

Birmingham, Alabama.

JOHN BRUCE, *Judge*.

EXHIBIT D (No. 23).

It is therefore considered and ordered, adjudged and decreed by the court accordingly that the plaintiff, Henry Melvil Doak, recover of the United States the sum of \$406.20, as follows, viz:

Said costs and fees in item No. 1.....	\$51. 10
Said costs and fees in item No. 2.....	12. 70
Said costs and fees in item No. 4.....	2. 20
Said costs and fees in item No. 7.....	11. 90
Said costs and fees in item No. 8.....	328. 30
	406. 20

with interest from this day at the rate of 4 per cent. and the costs of this cause also.

It is also considered by the court and adjudged and decreed accordingly that the items as follows, viz:

Said costs and fees in item No. 2.....	\$0. 10
Said costs and fees in item No. 5.....	28. 20
Said costs and fees in item No. 6.....	. 30
Said costs and fees in item No. 9.....	5. 00

Amounting in all to the sum of 33. 60

be, and the same are hereby, adjudged to be incorrect and are disallowed, and the action of the said First Comptroller sustained with respect thereto.

Nashville, Tenn.

D. M. KEY, *Judge*.

EXHIBIT E (No. 28).

This cause having been heard by the court on the law and testimony and in the presence of counsel for the petitioner and for the United States, now, after due consideration by the court, it is ordered, adjudged, and decreed that the petitioner have and recover from the United States \$1,050, with interest thereon from the date of this

judgment at the rate of 4 per cent. per annum as allowed by law, together with his costs in this behalf expended:

Filing petition.....	\$0.10
Administering oath to petitioner	.10
Filing affidavit of service upon Attorney-General.....	.10
Administering oath to L. W. Day, attorney	.10
Filing affidavit of service upon United States attorney	.10
Copy petition for Attorney-General, four folios	.40
Certificate and seal to same.....	.35
Copy petition for United States attorney, four folios	.40
Certificate and seal to same	.35
Filing defendant's pleas.....	.10
Entering judgment on journal, eight folios.....	1.20
Docket fee	2.00
Administering oath to one witness on trial.....	.10
Final record, fifteen folios at 15 cents	2.25
Transcript for Attorney-General, fifteen folios.....	1.50
Certificate and seal to same.....	.35
Total clerk's costs.....	9.50
Plaintiff's attorney's tax fee.....	10.00
United States attorney's fee	10.00
Total costs of cause	29.50

Northern district of Alabama, November 2, 1887.

JOHN BRUCE, *Judge*.

EXHIBIT F (No. 31).

Now, therefore, it is considered by the court that the petitioner, Arthur H. Keller, have, and recover of the defendant, the said United States, the sum of \$7,504.69, with lawful interest thereon, together with his costs, \$30.65, in this behalf expended.

April 27, 1888, Northern District Alabama.

JOHN BRUCE, *Judge*.

EXHIBIT G (No. 33).

This cause came on this day to be heard and was argued by counsel. On consideration whereof, the court doth adjudge, order, and decree that judgment be entered in this cause in favor of the petitioner and against the United States for the sum of \$90.10, the sum claimed in the petition, with interest thereon at the rate of 4 per cent. per annum from the 12th day of March, A. D. 1888, until paid, and the costs of this suit.

R. W. HUGHES, *Judge*.

RICHMOND, VA., *March 12, 1888.*

EXHIBIT H (No. 34).

Ordered and adjudged that Fleming D. Cheshire, the plaintiff herein, do have and recover of and from the defendant, the United States of America, the sum of \$2,000 with costs in the sum of \$8.70, in all the sum of \$2,008.70.

Dated Brooklyn, N. Y., May 26, 1888.

E. HENRY LACOMBE, *Judge*.

EXHIBIT I (No. 35).

Now in accordance with such finding of fact and law it is now ordered, adjudged, and decreed that the plaintiff, William John Gayer, do have judgment against the United States for the sum of \$782.18 and the costs of this action in the sum of \$29.75, aggregating in the whole the sum of \$811.93, with interest from date hereof on the sum of \$782.18.

CHARLES H. SIMONTON, *Judge*.

CHARLESTON, S. C., *January 20, 1888.*

EXHIBIT J (No. 36).

The court, on due consideration of the premises, finds for the plaintiff and doth order, adjudge, and decree that the said William H. Strong have and recover of and from the United States the sum of \$181, together with the costs, \$70.65, of this suit.
HENRY T. TOULMIN, *Judge*.

MOBILE, ALA., *February 23, 1888.*

EXHIBIT K (No. 41).

It is therefore considered and adjudged by the court that the plaintiff, Wm. A. Van Buren, do have and recover of the defendant, the United States, the sum of \$61, and the defendant having put in issue the right of the plaintiff to recover herein, it is further considered and adjudged that the plaintiff have and recover of the defendant the further sum of \$39.20, costs paid by him to the clerk of this court, which accrued since joinder of issue herein.

WM. A. WOODS, *Justice*.

INDIANAPOLIS, IND., *December 1, 1887.*

EXHIBIT L (No. 117).

And now, this 23d of December, A. D. 1887, the court having filed of record, agreeably to the provisions of the act of Congress of March 3, 1887, under which these proceedings have been had and determined, the findings of fact and the law applicable thereto, on motion of Henry Hazlehurst, esquire, counsel for the petitioner, it is adjudged and decreed that the said petitioner do recover of the United States the sum of \$255, together with costs in the further sum of \$7.50, being the fees paid by him to the clerk of the court.

Eastern district Pennsylvania.

WM. BUTLER, *Judge*.

EXHIBIT M (No. 119).

It is therefore considered, ordered, adjudged, and decreed by the court that complainant, Isaac Denton Thomas, recover of the United States the sum of \$14.75 as the amount adjudged to be due him as mileage in coming to and returning from the April term, 1887, of this court and the costs of this cause.

KEY, *Judge*.

NASHVILLE, TENN., *December 1, 1887.*

EXHIBIT N (No. 121).

It is therefore ordered, considered, and adjudged that said plaintiff, Ralph L. Goodrich, clerk United States district and circuit courts, western division, eastern district of Arkansas, do have and recover of and from said defendant, United States, the sum of \$1,313.61 found as aforesaid for his damages.

HENRY C. CALDWELL.

LITTLE ROCK, ARK., *June 8, 1888.*

EXHIBIT O (No. 122).

It is adjudged that James H. Fish, the petitioner, recover of the defendant, the United States of America, the sum of \$956.94 and \$44.75, costs as taxed, amounting in the aggregate to the sum of \$1,001.69.

Dated at Brooklyn, in the eastern district of New York, this 3d day of December, A. D. 1888.

By the court.

B. LINCOLN BENEDICT, *Clerk*.

EXHIBIT P (No. 129).

The court after hearing the evidence offered, the argument of counsel, and being fully advised in the premises, finds that the defendant, the United States of America, is justly indebted to the plaintiff, W. N. Vilas, for services as a physician in attendance upon and for medicines furnished the United States prisoners confined in the El Paso County jail, El Paso County, Tex., from December 1, 1886, to June 30, 1887, in the sum of \$130.90, at which sum his damages are assessed. It is therefore ordered, adjudged, and decreed by the court that the plaintiff, W. N. Vilas, do have and recover of the United States of America the sum of \$130.90, with interest as provided by law and all costs of suit. To which judgment the defendant, by Rudolph Kleberg, United States district attorney at the time in open court excepted.

ALECK BOARMAN, *Judge*.

APRIL 7, 1888.

EXHIBIT Q (No. 160).

Having thus considered all the questions presented, and finding as matter of fact that the services charged for were actually performed, and that the allowances asked are proper, I have only to order judgment for the petitioner for the sum of \$330.40, being the whole amount claimed, except the \$115.05, which had been rejected anterior to the act giving jurisdiction in cases of this kind.

WEBB, J.

Edward M. Rand, Maine district.
OCTOBER 25, 1888.

EXHIBIT R (No. 164).

By section 715, Revised Statutes of the United States, such crier is allowed the sum of \$2 per day. The court therefore finds the plaintiff is entitled to recover for the period of eighty-eight days, between the 3d day of March, 1887, and the 23d day of May, 1888, at \$2 per day, making in the aggregate \$176. Judgment accordingly.

JNO. F. PHILIPS, *Judge*.

James H. Preston. Witness fees.
KANSAS CITY, MO., *January 15, 1889.*

MESSAGE
FROM THE
PRESIDENT OF THE UNITED STATES,
RETURNING

Senate bill No. 3561, with his objections thereto.

FEBRUARY 25, 1889.—Read and referred to the Committee on Pensions and ordered to be printed.

To the Senate:

I herewith return without approval Senate bill number thirty-five hundred and sixty-one, entitled "An act granting a pension to Edwin W. Warner."

A claim for pension on behalf of the beneficiary named in this bill was filed in the Pension Bureau May 6, 1867. It has been examined and re-examined and always rejected, until, on the 29th day of December, 1888, as the result of a personal and thorough investigation by the Commissioner, a pension was allowed and a certificate issued, under which the claimant will be paid eighteen dollars a month hereafter, and arrearages amounting to something near two thousand dollars.

As the special act for the benefit of this claimant was passed by the Congress upon the supposition that nothing had been done for the beneficiary therein named, I deem it best, in his interest and probably consistent with the intent of the Congress, that the bill herewith returned should not become a law.

GROVER CLEVELAND,

EXECUTIVE MANSION, *February 25, 1889.*

[Fiftieth Congress of the United States of America, at the second session, begun and held at the city of Washington on Monday, the 3d day of December, 1888.]

AN ACT GRANTING A PENSION TO EDWIN W. WARNER.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and he is hereby, authorized and directed to place on the pension-roll, subject to the provisions and limitations

of the pension laws, the name of Edwin W. Warner, late of Company A, Thirteenth Regiment Michigan Volunteer Infantry, and to pay him at the rate of thirty dollars per month.

JOHN G. CARLISLE,
Speaker of the House of Representatives.
JOHN J. INGALLS,
President of the Senate pro tempore.

I certify that this act originated in the Senate.

ANSON G. MCCOOK,
Secretary.

O

Senate documents

Bd.: [400.] 1888/89, Vol. 3 = Congress 50, Sess. 2

Washington, DC 1889

Am.b. 3040-400,3

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